

EXHIBIT 2

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

**IN RE: REALPAGE, INC., RENTAL
SOFTWARE ANTITRUST LITIGATION
(NO. II)**

**Case No. 3:23-MD-3071
MDL No. 3071**

**This Document Relates to:
3:22-cv-01082
3:23-cv-00357**

Chief Judge Waverly D. Crenshaw, Jr.

DECLARATION OF BENJAMIN WICKERT

I, Benjamin C. Wickert, declare under penalty of perjury that the foregoing is true and correct:

1. My name is Ben Wickert and the facts set forth in this Declaration are based upon my personal knowledge. I am over twenty-one (21) years of age and am competent to testify to the facts set forth in this Declaration.

2. I am employed by Camden Development, Inc. as Vice-President—Associate General Counsel. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently.

3. Potential tenants seeking to rent units at a property managed by Camden must agree to an Apartment Lease Contract (a “lease”), specific to each property, provided by Camden.

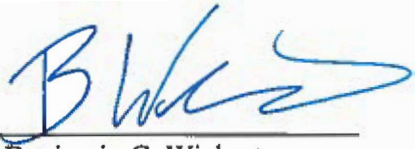
4. Attached as Exhibit A are true and correct copies of the leases between Camden and Jeffrey Weaver for the years 2017-2020. Pages 1- 38 contain Mr. Weaver’s lease materials for the lease beginning on March 24, 2017 (“2017 Lease”). Pages 39-80 contain Mr. Weaver’s lease materials for the lease beginning on May 29, 2018 (“2018 Lease”). Pages 81-125 contain Mr. Weaver’s lease materials for the lease beginning on August 13, 2019 (“2019 Lease”). Pages 126-174 contain Mr. Weaver’s lease materials for the lease beginning on July 19, 2020 (“2020 Lease”).

5. Paragraphs 27 of the 2018 Lease, 2019 Lease, and 2020 Lease each provide:

27. **Default by Owner.** Owner agrees to abide by applicable law regarding repairs and performance under this Lease. ALL REQUESTS FOR REPAIRS MUST BE IN WRITING. Unless exercising a right specifically granted by applicable law, Resident shall not be entitled to any abatement of Rent for any inconvenience or annoyance in connection with Owner's repairs or maintenance and may not withhold Rent under any circumstances, regardless of any alleged failure by Owner to repair or maintain, unless otherwise provided by applicable law. To the extent allowed by applicable law, Resident waives any ability or right to serve as a representative party for others similarly situated or participate in a class action suit or claim against the Owner or the Owner's managing agents. Resident acknowledges that this waiver does not, in any way, affect Resident's right to pursue any rights or remedies Resident may have against Owner as a result of Owner's default. This waiver only restricts Resident's ability to serve as a representative party or participate in a class action suit or claim against Owner or Owner's managing agents.

6. This Declaration is made upon my personal knowledge and based upon my review of Camden's documents and data kept in the ordinary course of business by those responsible for storing and maintain such documents and data, for the purpose of being used in support of Defendants' Motion to Enforce Class Action Waivers. I state that the facts set forth in the foregoing Declaration are, to the best of my knowledge, true and correct.

Executed on the 7th day of July, 2023.



Benjamin C. Wickert

EXHIBIT 2-A

**RENTAL CONTRACT FOR THE Camden Belleview Station COMMUNITY
(THE "COMMUNITY")**

Unit Address (the "Unit") 6515 E. Union Ave #212 Denver, CO 80237		Contract Date 03/24/2017	Contract Term Beginning: 04/26/2017 Ending: 07/29/2018(subject to notice provisions)
Total Monthly Rent \$ 1487.00	Prorated Rent \$ 247.84	Non-Refundable Amenity Fee \$ 0.00	Security Deposit \$ 0.00
Prepared By: Admin Admin	Cleaning Fee: \$85 Studio/\$95 1 Bedroom/\$115 2 Bedroom (to be paid with Resident's notice of termination at end of Lease term)		
Utilities: The following items are included in the Total Monthly Rent identified above, if checked: <input type="checkbox"/> water <input type="checkbox"/> electricity <input type="checkbox"/> wastewater <input type="checkbox"/> gas <input type="checkbox"/> trash <input checked="" type="checkbox"/> Valet Waste <input type="checkbox"/> homeowners/business association fees <input checked="" type="checkbox"/> Technology Package (which may include cable TV, internet and Wi-Fi)			
Additional Items: The following items are included in the Total Monthly Rent identified above: Storage no. S19			
Special Provisions: Additional addenda attached.			

RESIDENT NAME(S):
Jeff Weaver

OCCUPANT(S):
Jeff Weaver

Owner's Agent Initials _____

Unless otherwise indicated, capitalized terms used in this document shall refer to those terms identified above.

This Rental Contract (this "Lease", which term shall include this document, the State Addendum attached to this document and all other applicable addenda referred to in this document or executed by the Resident identified herein) is made and entered into on 03/24/2017, by and between the Owner of the Community (the "Owner") by and through Camden Development, Inc., as Owner's managing agent only and not as principal, and the Residents identified on page 1 ("Resident", whether one or more) upon the terms and conditions stated herein. If there is more than one Resident, all persons identified on page 1 as Residents are jointly and severally liable for all payments and other obligations under this Lease. This document and the State Addendum should be read carefully. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Delivery of Unit.** Resident acknowledges that Owner's ability to provide the Unit in a timely fashion will depend upon the availability of the Unit and that, even though the previous resident residing in the Unit may be scheduled to move out, such resident may not move out in a timely fashion. If actual commencement of occupancy of the Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner shall not be liable for damages by reason of such delay, but the Rent will be abated per diem, and pro-rata, during the period of delay. Such delay will not affect any of the other terms of this Lease. If Resident doesn't move in once the Unit is ready, Owner may sue for damages incurred by Owner (including attorneys' fees associated with the collection of such damages including attorneys' fee in any court action in which Owner prevails) and Resident may forfeit any deposits or monies of Resident in possession of Owner. All moving vans, trucks or other activity relating to moving into or out of the Community must begin no earlier than 8:00 a.m. and end no later than 9:00 p.m. Resident shall be responsible to Owner for any damages to the Unit or the Community caused by Resident, other occupants or their respective guests or invitees (including movers), whether caused during move-in, during the term of this Lease or during move-out. An Inventory and Condition Form will be provided to Resident at the time that Resident moves into the Unit. Unless otherwise provided by applicable law, Resident agrees that unless Resident notifies Owner within 48 hours after Resident begins occupancy of the Unit of any problems with the Unit or furniture, furnishings, equipment or appliances, if any, the Unit and all furniture, furnishings, equipment or appliances, if any, contained in the Unit will be deemed to be acceptable and in good condition. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND SUBJECT TO THE PROVISIONS OF THIS LEASE, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, IN THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY. Resident acknowledges that, if the Community has elevators, such elevators are mechanical devices that can malfunction or be rendered inoperative at any time and that the Owner is not responsible for the failure of elevator service should the elevator cease to function. To the extent allowed by law, Resident shall not be entitled to any diminution in value due to elevator malfunction or the elevator's failure to operate.

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Resident's Initials _____

2. **Term.** Subject to the provisions of this Lease, the initial term of this Lease shall commence on the Beginning date identified on page 1 and end on the Ending date identified on page 1. Provided, however, unless prohibited by applicable law, a 60 day written notice is required by either party to terminate this Lease at its stated expiration date. To the extent allowed by applicable law, if notice of termination is not given at least 60 days prior to the stated expiration date, this Lease will automatically renew on a month-to-month basis until either party gives at least 30 days prior written notice to the other; in which case, this Lease shall terminate 30 days from the date indicated in the notice or such later date designated in the notice (whether or not the 30th day falls at the end of the month; if the termination date is not at the end of the month, Monthly Rent shall be prorated accordingly).

3. **Rent and Charges.**

a. **Rent and Other Charges.** Unless otherwise instructed in writing by Owner, upon the execution of this Lease, Resident shall pay, in addition to the Non-Refundable Administrative Fee, if any, and the Non-Refundable Amenity Fee, if any, the Prorated Rent, identified on page 1 covering the period through the first date that the Monthly Rent is to be paid. Additionally, to the extent allowed by applicable law, Resident shall pay Owner's standard Non-Refundable Billing Administrative Fee of \$15.00 (if no amount is identified, the Non-Refundable Billing Administrative Fee shall be \$15.00) assessed on the first bill to Resident charging Resident for services not included in the Rent (such as cable service, long distance telephone service, Owner's standard trash fee and recycling fee and other services). Beginning with the first day of the next calendar month after the period covered by the Prorated Rent and continuing throughout the term of this Lease, Resident shall pay the Monthly Rent identified on page 1 each month in advance and without any demand, deduction or offset whatsoever on or before the first day of each month with no grace period. Resident acknowledges that the Total Monthly Rent includes the Owner's costs and expenses with respect to owning, operating and maintaining the Community including, but not limited to, taxes, owner's association assessments and other governmental and quasi-governmental fees, dues and expenses. All Monthly Rent shall be paid as follows (check as applicable):

- ☒ online through the Owner's portal at www.mycamden.com.
- ☐ mailed to Owner at _____.
- ☒ delivered to Owner at the on-site manager's office.

Resident shall not pay Rent with cash. To the extent allowed by law, Owner shall have the right at any time with notice to Resident to change the method of payment accepted by Owner. Unless otherwise approved by Owner in writing, partial payment of Rent is not acceptable at any time; all payments must be made in full to include all amounts due. Post-dated or third-party checks will not be accepted. Payments made to the office will not be held at the request of anyone; all payments made to the office will be directly deposited. Unless otherwise provided by applicable law, Resident's obligation to pay Rent and other charges is an independent covenant and not conditional upon the performance by Owner of Owner's responsibilities under this Lease.

b. **Late Payments and NSF Fees.** Unless Owner provides otherwise in writing, in the event Resident tenders two or more checks returned for insufficient funds, Resident shall be required to pay all rent for the remainder of the Lease term by money order (which shall be a paper money order or, if available, an electronic money order), cashier's check or certified funds only and shall not be allowed to make future rent payments online. To the extent allowed by law, the acceptance by Owner of any payments made after a notice to vacate or similar notice to begin the eviction process shall not waive Owner's right to continue with the eviction process. (See attached State Addendum for additional provisions).

c. **Application of Payments; Acceptance of Late Payments.** To the extent allowed by applicable law, all payments due under this Lease (including late fees, NSF fees, attorneys' fees, damages, eviction fees, utility fees and other fees and charges) will be considered as additional rent (such additional rent, together with the Monthly Rent and Prorated Rent shall sometimes be collectively referred to as "Rent") and Owner shall be entitled to pursue any remedies associated with Resident's failure to pay Monthly Rent. Resident agrees that all payments made will be applied first to fees and charges other than Monthly Rent (late fees, NSF fees, attorneys' fees, damages, eviction fees, utility fees and other fees and charges), then to past due Monthly Rent and then to current Monthly Rent. Additionally, notwithstanding anything contained in this section relating to the acceptance of late fees, NSF charges or any other delinquent payments, in the event that Resident fails to pay Monthly Rent on or before the first day of any month, Resident shall be deemed in default of this Lease; in which case, Owner shall be entitled to pursue any rights or remedies against Resident pursuant to this Lease or applicable law.

4. **Rent Increases and Lease Changes.** Owner shall have the right to modify any of the terms of this Lease including the amount of Rent or other charges due and payable by Resident, to be effective at the expiration of the Lease term by providing Resident with at least 65 days notice of such modification or, to be effective as of the expiration of any month-to-month renewal period by providing Resident with at least 35 days' notice of such modification. Resident shall be obligated to comply with the Lease modification from and after the date when the Lease term or renewal period ends as if such modification were incorporated directly into this Lease, as signed by

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Resident's Initials _____

Resident. Resident acknowledges that such lease modification may include, but is not necessarily limited to, increasing the rent by assessing a month-to-month fee to be paid by Resident in addition to Resident's Monthly Rent amount.

5. **Security Deposit.**

a. **Security Deposit.** Resident agrees to deposit the amount identified on page 1 with Owner as security for the performance of this Lease by Resident. Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit or to furniture, furnishings, equipment or appliances, if any, in the Unit, Resident agrees, after notice, to deposit such additional amount as may be required to restore the Security Deposit to the original amount. When the Unit is vacated and Resident has turned in all keys given to Resident with respect to Resident's occupancy of the Unit and residency in the Community and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any reasonable charges for cleaning and damages to the Unit (beyond reasonable wear and tear) and after deduction of any other monies owed (including Rent, late charges, fees associated with lost gate openers and keys, etc.). **PROVIDED, HOWEVER, AS A CONDITION FOR REFUNDING THE SECURITY DEPOSIT, RESIDENT MUST GIVE WRITTEN NOTICE TO OWNER ON OWNER'S FORM AT LEAST SIXTY (60) DAYS PRIOR TO MOVING FROM THE UNIT AND FULFILL ALL OTHER PROVISIONS OF THIS LEASE INCLUDING THE COVENANT TO OCCUPY THE UNIT AND PAY RENT FOR THE FULL TERM OF THIS LEASE.**

b. **Additional Security Deposit.** The Security Deposit amount listed on page 1 does not include an additional deposit for pets. In the event that Resident desires to have a pet in the Unit and pets are allowed on Owner's Community, Resident shall sign a separate pet agreement and pay the appropriate additional security deposit. In the event that a deposit is paid, such deposit shall be added to the Security Deposit, if any, previously paid by Resident for all purposes under this Lease.

6. **Cancellation Option.** As long as Resident is not in default of this Lease either at the time Resident desires to cancel this Lease or when this Lease will be terminated, Resident shall have the option of canceling this Lease by complying with all of the following procedures:

a. At least 60 days prior to the date Resident desires to terminate this Lease, Resident shall provide written notice to Owner, stating Resident's desire to exercise Resident's cancellation option and the date of proposed termination (the "Termination Date");

b. Resident shall execute, no later than 10 days from the date of providing the notice identified in subsentence (a) above, a Cancellation of Lease Agreement (the "Cancellation Agreement") on Owner's form and submit the Cancellation Agreement to Owner;

c. With the executed Cancellation Agreement, Resident shall deliver to Owner a payment, by cashier's check or money order (which shall be a paper money order or, if available, an electronic money order), which shall be the sum of: (i) Rent due under this Lease through the Termination Date; (ii) a cancellation fee equal to the Total Monthly Rent identified on page 1 of this Lease; and (iii) repayment of concession fees or rental concessions, if any (free or reduced Rent provided at the commencement of or during this Lease) unless Resident has occupied 6515 E. Union Ave #212 for the full initial term of this Lease (items (ii) and (iii) above shall be collectively referred to as the "Cancellation Payment"); and

d. Resident shall vacate the Unit on or before the Termination Date.

Resident acknowledges that: (i) the Cancellation Payment is a buy-out fee which contemplates the various risks of the parties with respect to the early termination of this Lease; (ii) this cancellation option may be exercised by Resident, in Resident's sole discretion; and (iii) if Resident vacates the Unit prior to the expiration of this Lease without exercising Resident's cancellation option, Owner shall have the right to declare Resident in default and be entitled to collect from Resident all appropriate damages as authorized by this Lease and applicable law. Notwithstanding the foregoing, in the event that Resident is in default of this Lease after Resident has executed the Cancellation Agreement, Owner shall have the right, but not the obligation, to declare the Cancellation Agreement null and void and retain the Cancellation Payment as an additional Security Deposit, subject to the terms of this Lease and applicable law.

7. **Military Release.** Except under this provision or paragraph 6 above, or unless required by applicable law, Resident will not be released from this Lease on grounds of voluntary or involuntary business transfer, marriage, divorce, separation, loss of co-residents, or any other reason. If Resident enters military service during the term of this Lease or Resident, while in military service, executes this Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Resident shall be entitled to terminate this Lease in accordance with the Servicemembers Civil Relief Act (the "SCRA"). A qualifying resident under the SCRA must furnish Owner with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order. Oral notice is not

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sufficient. Any termination under this provision shall become effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. A co-resident that is not a dependent pursuant to the SCRA (which includes the servicemember's spouse) cannot terminate this Lease under this provision. Resident shall be responsible for Rent and all charges (including damages to the Unit) through the effective termination date.

8. **Move-Out Procedure and Rules.**

a. **Notice and Cleaning Fee.** Prior to move-out, except for move-out after Resident's default or after Owner provides Resident with notice of termination, Resident must give Owner proper notice of termination in accordance with paragraph 2 of this Lease. With Resident's notice of termination, to the extent allowed by applicable law, Resident shall pay to Owner the Cleaning Fee identified on page 1 of this Lease, which fee shall pay for the cleaning of the Unit, including vacuuming the carpet, mopping floors, and cleaning of all countertops, tub(s), toilet(s), refrigerator and oven. Resident acknowledges that the Monthly Rent would be higher if the Cleaning Fee was not assessed and paid. In the event that the Cleaning Fee is not paid with Resident's notice of termination, Owner shall have the right, but not the obligation, to declare Resident to be in default of this Lease or apply all future payments made by Resident (including the Monthly Rent payment) to the unpaid Cleaning Fee, thereby leaving a delinquency in the other payments (including the Monthly Rent).

b. **Condition of Unit upon move out.** At the expiration of this Lease or renewal period, Resident and all Occupants shall: (i) vacate the Unit; and (ii) leave the Unit in a good and rentable condition, normal wear and tear excepted; Resident shall remain responsible for removing all personal items including, but not limited to, furniture, clothing, trash and food items. Any personal items left in or about the Unit may subject Resident to additional costs to dispose of such items. Resident shall be responsible to Owner for any damage to the Unit caused by Resident, other occupants or their respective guests or invitees (including movers). If you displace a new Resident who was scheduled to move into your Unit by not moving out on or before your scheduled date, you will be responsible for alternate housing and other costs for the displaced Resident.

c. **Holdover.** At the expiration of this Lease, Resident shall: (i) return all keys, gate openers and remotes to the office or Rent will continue to be charged; and (ii) pay any outstanding charges or delinquent Rent. In the event that Resident fails to deliver all keys or in the event that Resident, Occupants, guests or invitees fail to fully vacate the Unit on or before Resident's termination date, in addition to any other rights or remedies Owner may have under this Lease or applicable law, Resident may, at Owner's option, be charged holdover rent and other charges to the fullest extent allowed by applicable law.

d. **Abandonment.** If Resident and all Occupants are absent from the Unit for five (5) consecutive days, during the term of this Lease or any renewal or extension period, while all or any portion of the Rent is delinquent, the Unit (and any garage or storage space leased by Resident) shall be deemed abandoned. Personal property of the Resident in the Unit (or in any garage or storage space leased by Resident) deemed abandoned shall be considered abandoned personal property. In the event Resident abandons the Unit or leaves the Unit after receiving a notice to vacate or being judicially evicted, Owner shall be entitled to dispose or sell, at Owner's discretion, any personal property remaining in the Unit (or in any garage or storage space leased by Resident) in any manner not in conflict with applicable law.

9. **Transferring to Another Unit.** In order to qualify to transfer to another unit in the Community or to another Camden community, Resident must be in compliance with this Lease, give Owner a written 60 day notice requesting to transfer, have occupied their current Unit at least 90 days prior to the transfer date and sign a transfer agreement. Owner reserves the right to require Resident to pay a new application fee, a new pet fee, a new pet or security deposit, administrative fee and otherwise re-qualify. If Resident's current Lease term is not fulfilled, Owner reserves the right to assess a transfer fee in the amount of 50% of the total monthly rent identified on page 1 and all financial concessions/specials may be required to be repaid to Owner in advance, if allowed by applicable law. Resident's new lease will begin on the day Resident transfers to Resident's new unit. No transfer shall be permitted unless a replacement unit is available. If Resident owes Rent or other charges with regard to Resident's Unit, such Rent and other charges shall be deemed additional Rent immediately due from Resident to Owner under Resident's new tenancy.

10. **Occupants.** The Unit may be occupied by Resident and the Occupants specified on page 1 only. No other persons shall be authorized to occupy the Unit for a period exceeding 7 consecutive days and no more than 14 days in any one 30 day period without the prior written authorization of the Owner.

11. **Assignment and Subletting.** Resident shall not assign or sublet all or any portion of this Lease or Resident's right to occupy the Unit to anyone without the Owner's prior written consent. In order to request assignment or subletting, Resident must submit such request in writing on Owner's form and no assignment or subletting will be approved unless: (i) the new resident and a guarantor, if applicable, sign and submit the appropriate application documents; (ii) the new resident and the guarantor, if applicable, are approved by Owner; and (iii) the Owner and the remaining resident, the new resident, the departing resident and any guarantor, if applicable, sign the

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appropriate Amendment to Rental Contract and guaranty document (if applicable). Unless the Owner agrees otherwise in writing, the Security Deposit will automatically transfer to secure the performance of the replacement and remaining residents under the Lease governing their occupancy of the Unit. The departing resident will no longer have a right to occupy the Unit or to receive a Security Deposit refund, but will remain liable for the remainder of the original Lease term unless the Owner has agreed otherwise in writing, even if a new Lease is signed.

12. **Utilities and Services.**

a. Generally. Resident shall be responsible for all fees, assessments or charges relating to utilities or other services not identified on page 1 as being included in the Monthly Rent including, but not limited to, additional cable service, long distance telephone service, water and sewer service, Owner's standard trash fee, gas and electricity service. Resident shall not allow any utilities to be disconnected until the earlier of the termination of Resident's right to possession or the expiration of the term of this Lease (including any month-to-month renewal). Resident shall promptly advise Owner if Resident receives notice from any applicable authority that any of the utilities are to be disconnected. All utilities and services shall be used for ordinary household purposes only.

b. Electricity and Gas. To the fullest extent allowed by applicable law, in the event that Resident is required to pay for electricity or gas service and the electricity or gas service is either not placed in Resident's name or has been switched from Resident's name, Resident shall pay to Owner all electricity and gas service which should have been paid for by Resident plus an administrative fee of \$50. Resident agrees that the administrative fee is a liquidated amount covering Owner's time, costs and expenses associated with Resident's failure to pay for electricity or gas service when Resident is obligated to do so and that the amount of such administrative fee is uncertain and difficult to ascertain. Resident acknowledges that, notwithstanding Resident's payment to Owner for utility service not connected in Resident's name or payment of the administrative fee, Resident's failure to place electricity or gas service in Resident's name or allow electricity or gas service to be switched from Resident's name, constitutes a default by Resident of this Lease and will entitle Owner to all remedies. Resident agrees that Owner's acceptance of payment for electricity or gas service or the administrative fee shall not waive or relinquish any rights or remedies Owner has to declare a default of this Lease as a result of Resident's violation of this provision including, to the extent allowed by applicable law, terminating Resident's right to possession of the Unit. To the extent allowed by law, Resident hereby agrees that Owner may select the electricity service provider for the Community including the Unit. Accordingly, Resident acknowledges that electricity to the Unit will be connected in Resident's name with an electricity provider chosen by Owner, unless Resident gives Owner written notice of Resident's intent to switch providers. In the event Resident chooses to switch providers, Resident shall: (1) provide advance written notice to Owner; and (2) pay all switching fees including, to the extent allowed by law, fees to switch back to Owner's provider when Resident vacates the Unit. Resident agrees to execute such documents as may be necessary to authorize Owner to select the electricity service provider for the Community including the Unit, upon request, but not later than 10 days after such request is made.

c. Technology Package. Resident acknowledges that the Technology Package includes a number of amenities designed to enhance Resident's living experience in the Community. The Technology Package may include digital adapters, cable TV, internet, and WiFi. If the Technology Package box is checked on page 1 of this Lease, the Technology Package amenities offered by the Community are included in the Monthly Rent. If the Technology Package box is not checked on page 1 of this Lease, and the Community offers one or more of the Technology Package services, Resident shall be allowed to use such amenities in accordance with a separate addendum for the applicable fee. Whether the Technology Package is offered as part of the Monthly Rent or for a separate fee, Resident agrees to pay an activation charge not to exceed \$50, which shall be reflected on Resident's move-in Sheet provided to Resident at the time Resident moves into the Unit. This activation charge will be a one-time fee due upon move in to cover the Owner's administrative costs with respect to having third party communication providers deliver technology-related services in the Unit and the Community. In the event Technology Package amenities are not included in the Monthly Rent, Owner shall have the right during the term of this Lease to add such amenities as part of Resident's Monthly Rent by providing Resident with at least 30 days written notice and requiring that Resident pay an additional fee as part of the Monthly Rent. In the event Owner requires Resident to pay an additional fee for the Technology Package amenities, the Monthly Rent shall be increased by the amount indicated in Owner's notice. In the event that Owner's costs of providing the Technology Package amenities (including costs directly paid to communications providers or any indirect costs of the Owner associated with administering the amenities) to Resident increase, Owner shall have the right to increase the Monthly Rent by the amount of such increased costs (not to exceed \$5.00 per month) by providing Resident with at least 30 days' prior written notice. In the event of such notice, the increased Monthly Rent will commence on the first day of the month after the expiration of 30 days from the date of Owner's notice. In the event that any Technology Package amenity is provided as part of the Monthly Rent identified on page 1 of this Lease, Resident acknowledges that to the extent allowed by applicable law, the Owner may discontinue such amenity by providing Resident at least 30 days prior written notice of such discontinuation in service. In the event Owner provides such notice to Resident, Resident acknowledges that Resident's ability to receive the applicable

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amenity after Owner's termination date will be at Resident's sole option and expense by contacting the applicable service provider. Resident also acknowledges that the communications providers supplying the Technology Package amenities are independent contractors, that the communications providers are responsible for all repairs or service, and that the Owner makes no representations or warranties with respect to any service, repair or warranty of any communications provider. In the event that wireless hi-speed internet access service is provided to the Unit, Resident agrees to comply with all rules applicable to access and use of wireless hi-speed internet including complying with all local, state, federal and international laws and regulations which may apply to such access or use. Resident also agrees that neither the Owner nor the Owner's managing agents are responsible for security, viruses, controlling spam, malfunctions or interruption of internet service to the Unit or the Community and, to the extent allowed by applicable law, Resident holds the Owner and its managing agents harmless from any and all claims relating to internet activity, malfunctions or interruption of service. In the event that any wiring, cable, internet or technology-related equipment is provided in the Unit or in connection with the Technology Package Program, Resident agrees to maintain such wiring, cable or equipment in good condition and leave such wiring, cable or equipment in the Unit following Resident's occupancy. In the event that such wiring, cable or equipment is provided and either lost, stolen, damaged or otherwise not left in the Unit in good condition at the end of Resident's occupancy of the Unit, Resident shall pay the cost to repair or replace, as the case may be, such wiring, cable or equipment. In the event that wiring, cable or equipment is provided to Resident, Resident shall be responsible for returning such wiring, cable or equipment to the provider in accordance with the provider's instructions.

d. **Valet Waste.** In the event Valet Waste is included in Monthly Rent identified on page 1 of this Lease, Resident shall comply with all applicable rules established by Owner regarding the Valet Waste Service. Resident acknowledges that, to the extent allowed by applicable law, the Owner may discontinue Valet Waste service by providing Resident at least 30 days' prior written notice of such discontinuation in service; in which case, the Monthly Rent will be reduced by the cost of Valet Waste to Owner as identified in the Owner's notice effective as of the first day of the calendar month following 30 days from the date of Owner's notice. Additionally, in the event Valet Waste costs (including costs paid by Owner for the trash disposal statement and any indirect costs by Owner associated with providing valet waste service) increases, Owner shall have the right to increase the Monthly Rent by the amount of such increased costs (not to exceed \$5.00 per month) by providing Resident at least 30 days' prior written notice. In the event of such notice, the increased Monthly Rent will commence on the first day of the calendar month after the expiration of 30 days from the date of Owner's notice.

e. **Vendors.** Resident acknowledges that, from time to time, the Owner may distribute marketing materials from various vendors that have made arrangements with the Owner to provide services to residents of the Community. Resident acknowledges that, notwithstanding Resident's use of such vendors or any other vendors, Owner makes no representations or warranties that the communities infrastructure (including cabling or wiring for internet or other computer related services) are compatible with or failsafe when used with any particular vendor's services. Resident acknowledges that vendors serving residents generally in the Community are not affiliated with, not sponsored by or related to Owner unless Owner expressly advises Resident otherwise in writing and that Resident will not hold Owner responsible for the acts or omissions or services provided by such vendors. Resident represents that Resident will conduct Resident's own inquiry and due diligence with respect to retaining such vendors and releases the Owner from any and all liability, responsibility or claims of any nature whatsoever with respect to any services provided by any such vendors.

f. See State Addendum for additional provisions.

13. **Pets.** Pets are not permitted in the Unit or the Community unless approved in writing by the Owner. The Owner will authorize an assistance animal for a disabled person in accordance with applicable provisions of fair housing laws, rules and regulations. In the event that a pet is allowed in the Community, Resident acknowledges that Resident must sign a pet addendum thereby agreeing to adhere to Owner's pet regulations, including any applicable breed or pet-type restrictions or pet weight limit, pay an additional security deposit, pay a nonrefundable pet fee and pay any applicable additional Rent required by Owner due to the presence of Resident's pet. In the event an additional security deposit is paid, Resident acknowledges that this additional deposit will become part of the general Security Deposit and may, to the extent permitted by applicable law, be used as security for Resident's payment of Rent and other charges due under this Lease whether or not the charges are related to Resident's pet. Resident acknowledges that pets, if any, allowed in the Community must be kept on a leash at all times when in the common areas and that Resident is responsible for cleaning up after Resident's pet. In the event that Resident violates any restrictions or policies regarding pets, Resident will be deemed to be in default of this Lease, in which case, Owner shall be entitled to pursue any and all rights and remedies it has against Resident. Owner's rights shall include the right to require Resident to immediately remove any unauthorized pet or sign a pet addendum and pay the appropriate deposits and fees. Resident shall be responsible for paying a fee of up to \$500 per violation in the event that Resident fails to comply with these rules. Additionally, the Owner may call the appropriate authorities and have the pet removed if: (i) there is an unauthorized pet in the Unit; (ii) the pet is left in the Unit for an extended period of time without being

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properly supervised; (iii) the pet has been abandoned; (iv) Resident has failed to care for a sick pet; or (v) the pet has been left unattended in the Community.

14. **Keys.** Upon the execution of this Lease, Resident acknowledges that Resident has been provided with the keys identified on the Inventory and Condition Form. Resident agrees that the Owner's managing agent is entitled to have a key to the Unit. If a lock change is requested by Resident, such request must be in writing and Resident may be subject to a lock change fee.

15. **Permitted Use.** Resident and all Occupants as listed on this Lease shall occupy the Unit during the term of this Lease and use the Unit solely for residential purposes. Resident shall not permit the Unit to be used for any other purpose.

16. **Security.**

a. **Responsibility for Security.** Neither Owner nor Owner's managing agent shall be liable to Resident, other Occupants of the Unit or their respective guests for any damage, injury or loss to person or property caused by other persons, including, but not limited to, theft, burglary, assault, vandalism or other crimes. Owner represents and Resident acknowledges that neither Owner nor Owner's managing agent are equipped or trained to provide personal security services to Resident, other occupants of the Unit or their respective guests.

b. **Security-related mechanisms in the Community.** Resident recognizes that no security devices or measures on the property are fail-safe or designed to provide Resident, Occupants of the Unit or their respective guests with personal security of any type whatsoever. In the event the Community offers an intrusion alarm, Resident acknowledges that Resident has been given separate instructions on the proper operation of the alarm, that any alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Any charges resulting from the use of the alarm will be charged to Resident, including but not limited to, any false alarms with police, fire or ambulance response or other required governmental charges. In the event that Owner has engaged the services of a patrol service or patrol personnel, Resident acknowledges that any such patrol will not be equipped to provide personal security to Resident, Occupants of the Unit or their respective guests and will only serve as additional eyes and ears for the Owner's managing agent. In the event the Community has access gates, Resident agrees that Resident has been given separate instructions on the proper operation of the gates including codes, transmitters and other information. Resident shall be responsible for damages to access gates caused by Resident, Occupants of the Unit or guests. In the event that the Community is equipped with simplex locks to the fitness center, laundry rooms, pool or other areas, Resident understands that pass codes are for Resident's use only and that Resident must accompany all guests. Resident acknowledges that Owner is not and shall not become liable to Resident, Occupants of the Unit or their respective guests for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of any security-related mechanisms in the Community including, but not necessarily limited to, intrusion alarms, patrol personnel, access gates or locks to common area facilities available to Resident.

17. **Lakes.** Resident acknowledges that the Community's lakes, if any, are for aesthetic purposes only. Swimming and boating are not allowed in lakes and waterways by Resident, Occupants of the Unit or guests. Fishing, if permitted at all, is on a "catch and release" basis only. Resident shall not use or permit any guests or Occupants to use the lakes for swimming, bathing, boating or any other recreational activity. Resident acknowledges that the lakes can be deep in places and that there are no fences around or lifeguards at the lakes and that the use of the lakes for any other reason by Resident or any guests or Occupants is strictly prohibited. Resident further agrees that Owner is not liable to Resident, Resident's guests or any other occupants for personal injury or damage or loss resulting from the use of the lakes by Resident or Resident's guests or Occupants. Resident must take whatever steps necessary to assure compliance with this provision by you as well as Resident's guests and Occupants who reside in the Unit. Resident agrees to comply with any and all signs and rules and regulations which Owner may, from time to time, adopt with respect to the lakes and to assure such compliance by Occupants and guests.

18. **Wild Animal Hazards.** Resident acknowledges that Resident is aware that the Community contains or is located adjacent to certain undeveloped property which may contain or harbor wild animals, snakes or insects. Do not feed these animals. Resident is aware that wild animals present certain inherent and substantial hazards to persons and property. Despite these hazards, Resident has chosen to rent the Unit and hereby fully assumes the risk of these hazards. Owner and Owner's respective agents and employees shall not be liable for any injuries, claims, deaths, damages, or losses to persons or property (including but not limited to pets or vehicles of Resident and Occupants and their respective guests and invitees) in any way caused by or related to wild animals which either reside within the Community or travel through the Community. To this end, it is expressly understood and agreed by the parties that Owner and Owner's representatives are not insurers and that insurance covering personal injury and property loss or damage occurring on, in or near the Unit shall be obtained by Resident to cover any injury, claim, death, damage or loss to Resident, or Resident's guests or invitees may incur or suffer. It is further understood and agreed by the parties that the Rent being charged Resident is not sufficient to guarantee that no loss, damage or injury will occur.

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19. **Insurance.**

a. **Insurance Requirements.** Owner requires that Resident maintain, at Resident's sole expense, renter's insurance during the term of this Lease and any subsequent renewal periods to help protect Resident, Resident's property and Owner's property. Resident agrees to provide Owner with proof of all required insurance issued by a licensed insurance company of the Resident's selection. The limits of liability must be in an amount not less than the lesser of (i) \$100,000 per occurrence or (ii) the maximum amount permitted by applicable law. The Community must be listed on the policy as "additional interested party" or "certificate holder".

b. **Referral of Insurance Provider.** Resident acknowledges that, if Owner informs Resident of an insurance carrier that provides Resident with an opportunity to purchase renter's insurance or liability insurance policies, Owner is doing so only for the purpose of informing Resident and not, in any way, to aide in the transaction of the business of the carrier. Owner will not discuss specific insurance policy terms or conditions with Resident. Resident acknowledges that Owner does not engage in the business of insurance by receiving or collecting any consideration for insurance, including, but not limited to, a premium. Owner does not directly or indirectly act as an agent for or otherwise represent or assist an insurer or person in any aspect of the business of insurance including, but not limited to, soliciting, negotiating, procuring or effectuating insurance or a renewal of insurance or disseminating information relating to coverage or rates. The Owner does not own or operate an insurance company and makes no guarantees, representations or promises concerning insurance or services provided by an insurance carrier, whether or not Owner identifies an insurance carrier for Resident to call. Resident is under no obligation to purchase renter's insurance or liability insurance through any specific carrier.

c. **Failure to Maintain Insurance.** In the event Resident fails to maintain renter's insurance as required by this section, Resident shall be in violation of the Lease; in which case, Owner shall be entitled to pursue any rights or remedies. Additionally, Resident shall be required to pay, as a liquidated damage, as a result of Resident's default, \$25.00 per month on or before the first day of each month following Resident's default, to Owner as additional rent. Resident acknowledges that: (i) the liquidated damage assessed in this section is a reasonable estimate of uncertain damages to the Owner that is incapable of precise calculation and results from Owner's time, cost and additional exposure resulting from Resident's failure to maintain the proper level of insurance; (ii) Owner may, but is not obligated to, use the liquidated damage amount to purchase coverage for property damage to protect Owner from damage caused by Resident; (iii) if Owner purchases additional insurance, such insurance will not protect Resident against loss or damage to Resident's personal property or belongings; and (iv) subrogation will be allowed with respect to any claims Owner's insurance carrier may have against resident.

d. **Protection of Resident's Property.** Owner is not responsible for, and will not provide fire or casualty insurance for, the personal property (including any vehicles) of Resident or Occupants of the Unit. Neither Owner nor Owner's managing agent shall be liable to Resident, other Occupants of the Unit or their respective guests for any damage, injury or loss to person or property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Owner. Owner has no duty to remove ice, sleet, or snow from any areas within the Community. Resident assumes all risks with respect to, and Resident is required to secure insurance to protect against all of the above, as well as criminal activity of others. Unless prohibited by law, Resident waives any insurance subrogation rights or claims against Owner, Owner's managing agent or their respective insurers.

20. **Notice of Injuries.** In the event that Resident or any Occupants or any of their guests or visitors suffer any damage or injury for which they believe that Owner might be liable, the Resident agrees to notify Owner in writing within ten (10) days of the occurrence of the injury, or as soon after the injury as practical, whichever is sooner. The failure of Resident to notify Owner of any of these injuries or damages will be a breach of this Lease, and to the fullest extent allowed by applicable law, Resident will be responsible to Owner for any loss which Owner might suffer arising out of Resident's failure to notify Owner, including Owner's inability to determine the cause or responsibility for the injuries or damages.

21. **Conduct of Resident, Occupants and Guests.** Resident agrees that Resident, Occupants of the Unit or their respective guests or invitees shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, or convenience of others in or near the Community; (iii) disturb or disrupt the business of Owner or Owner's managing agent; (iv) engage in or threaten violence; (v) be arrested for or engage in criminal conduct (felony or misdemeanor) involving actual or potential risk of harm to a person or any sex-related conduct; (vi) violate criminal laws, regardless of whether arrest or conviction occurs; (vii) display, discharge, or possess a gun, knife or other weapon in a way that may alarm others; (viii) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit or anywhere else at the Community; (ix) maintain the Unit in an unclean, unkempt or hazardous condition; (x) bring or store hazardous materials in the Unit or in the community; or (xi) injure the reputation of the Owner or the Owner's managing agent by making bad faith allegations against the Owner or Owner's

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managing agent to others. Solicitation will not be allowed at the Community unless written permission from the Owner or Owner's managing agent is given.

22. **Policies.** Resident agrees to abide by any and all posted rules and community policies including, but not limited to, rules with respect to noise, disposal of refuse, pets, parking and use of common areas. Further, Resident agrees to abide by all amendments and additions to said rules after due notice of any such amendments or additions. At the time of execution of this Lease, Resident acknowledges that Resident has signed and received a copy of all current community policies pertaining to the Unit and the Community.

23. **Fitness Room And Other Facilities.** The use by Resident, Occupants and guests of the fitness room and other common facilities, including use of any fitness equipment or weights in the fitness room, is at the user's sole risk and Resident assumes full responsibility for any injuries which may result from the use of the fitness room or other common facilities by Resident, Occupants or guests. Resident agrees to indemnify and hold harmless Owner, Owner's managing agent and their respective agents and employees from and against any and all claims or demands, costs or expenses, arising out of or in any way related to use by Resident, Occupants and guests of the fitness room and other common facilities including, but not limited to, any personal injuries, damages or other losses. Resident shall assure compliance with all posted rules.

24. **Satellite Dishes.** To the extent allowed to be restricted by Owner under applicable law, Resident agrees to abide by the following provisions:

- a. No antenna or satellite dish may exceed one meter (39 inches) in diameter.
- b. No antenna or satellite dish may protrude beyond the horizontal or vertical space that is leased to the Resident for the Resident's exclusive use, including any patio area leased by Resident (installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, common areas or in any other area that other residents are allowed to use). Allowable locations may not provide an optimal signal or any signal at all.
- c. An antenna or satellite dish must serve only one Unit.
- d. No antenna or satellite dish may be attached to a balcony railing or fence except by a bracket that does not require holes to be made in the railing or fence.
- e. Installation of the antenna or satellite dish shall occur only between the hours of 8:00 a.m. and 9:00 p.m.
- f. The installation of the antenna or satellite dish shall not cause any holes to be made in any ceiling, exterior wall, window or door or the Unit or the roof, walls, windows or doors of any building in the Community.
- g. The installation of the antenna or satellite dish must conform to local fire and safety codes and building codes.
- h. Resident shall be solely responsible for maintaining any antenna or satellite dish installed and all related equipment.
- i. Resident must remove the antenna or satellite dish and other related equipment when Resident moves out of the Unit; Resident will be responsible for paying for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Unit to its condition prior to the installation of the antenna or satellite dish or related equipment.

Resident hereby releases, indemnifies and holds harmless Owner, Camden Development, Inc. as well as their respective affiliates, owners, shareholders, partners, officers, directors, employees, agents, successors and assigns from and against any and all obligations, liabilities, claims, losses or actions of any nature whatsoever, whether in contract, in tort or otherwise relating to, arising out of, or in any way connected with the installation, use or maintenance of an antenna or satellite dish in the Unit or the Community, including the balcony, balcony railing or patio which may be deemed to be a part of the Unit. Resident shall pay, upon demand, Owner for any and all expenses, exceeding ordinary wear and tear, arising out of or caused by the installation, use or maintenance of an antenna or satellite dish.

25. **Reimbursement.** In the event that any damage or loss to Owner is caused by Resident, Occupants of the Unit or their respective guests or invitees (including contractors), Resident shall be liable for such damage or loss and shall immediately reimburse Owner for such damage or loss. **Unless caused by the Owner's negligence, the Owner is not liable for and Resident must pay for repairs, replacement costs and damage to the following if occurring during the term of this Lease (including any month-to-month renewal): (i) damage to doors, windows or screens; (ii) damage from windows or doors left open; and (iii) damage from wastewater**

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stoppages caused by improper objects in lines exclusively serving the Unit. Resident acknowledges that the repairs, replacement costs and damages for which Resident will be responsible include damages caused by Resident, Resident's household members, pets, guests or agents. At Owner's discretion, Resident shall pay for such repairs in advance; any delay or postponement in demanding payment for such sums shall not waive Owner's right to demand such payment.

26. **Smoke Detectors.** Resident acknowledges that the smoke detector or smoke detectors (if any are required to be in the Unit pursuant to applicable law) in the Unit are in good working order at the beginning of Resident's possession of the Unit. Resident agrees that Owner's duty to inspect and repair a smoke detector, pursuant to applicable law is expressly conditioned upon the Resident giving the Owner written notice of a malfunction or request to Owner that the smoke detector be inspected or repaired. Resident must make Resident's request for installation, inspection or repair in writing. To the fullest extent allowed by applicable law, Resident is responsible for replacing all smoke detector batteries.

27. **Default by Owner.** Owner agrees to abide by applicable law regarding repairs and performance under this Lease. ALL REQUESTS FOR REPAIRS MUST BE IN WRITING. Unless exercising a right specifically granted by applicable law, Resident shall not be entitled to any abatement of Rent for any inconvenience or annoyance in connection with Owner's repairs or maintenance and may not withhold Rent under any circumstances, regardless of any alleged failure by Owner to repair or maintain, unless otherwise provided by applicable law.

28. **Default by Resident.** If Resident fails to pay Rent or other lawful charges when due or gives false information on any application for rental, or if Resident, Occupants or their guests fail to comply with any other term, covenant or condition of this Lease, Owner may pursue any rights or remedies provided by applicable law. (See attached State Addendum for additional provisions.) In addition to the foregoing, in the event Resident defaults under this Lease, Resident shall be liable to the fullest extent allowed by applicable law for repayment of the value of any rent concessions received by Resident and for any court costs and reasonable attorneys fees incurred by Owner to enforce this Lease (including any attorneys' fees in any court action in which the Owner prevails) plus interest on all unpaid amounts at the rate of eighteen percent (18%) per annum from the due date until paid. Provided, however, if the assessment of interest at the rate of eighteen percent (18%) per annum violates applicable usury laws, the parties agree that the rate of interest on all unpaid amounts shall be the maximum rate allowed by applicable law, and Resident will not be required to pay interest or other amounts in excess of the amount allowed by applicable law. Acceleration of Rent by Owner is subject to any duty Owner has under applicable law or to mitigate damages. Owner may report unpaid Rentals or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. **RESIDENT HEREBY AUTHORIZES OWNER OR OWNER'S AGENTS TO OBTAIN AND HEREBY INSTRUCTS ANY CONSUMER REPORTING AGENCY TO FURNISH A CONSUMER REPORT UNDER THE FAIR CREDIT REPORTING ACT TO OWNER OR OWNER'S AGENTS TO USE SUCH CONSUMER REPORT IN ATTEMPTING TO COLLECT ANY AMOUNTS DUE AND OWING UNDER THIS LEASE OR FOR ANY OTHER PERMISSIBLE PURPOSE.**

29. **Entry.** Subject to any requirements provided by applicable law, Owner (and any agent or vendor authorized by Owner) shall have the right to enter the Unit (as well as any garage or storage unit leased by Resident) for any reasonable business purpose which includes, but is not necessarily limited to, making repairs or replacements, doing preventative maintenance, leaving notices, removing health or safety hazards, inspecting the Unit in case of emergency, allowing entry by law enforcement officers, showing the Unit to prospective residents or buyers and showing the Unit to lenders, appraisers, contractors, insurance agents or other vendors of the Owner.

30. **Alterations.** Unless required to be permitted by law, Resident shall not make or permit to be made any alterations, additions or attachments to the Unit (as well as any garage or storage unit leased by Resident) or any part thereof including, but not limited to, the balcony or overhang, or change or add any lock, without the prior written consent of Owner. At any time, Owner may remove, at Resident's sole cost and expense, any fixtures, alterations, additions or property which does not conform with this Lease or any rules or regulations established by Owner.

31. **Construction, Casualty and Environmental Issues.**

a. **Construction.** In the event that the Community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas.

b. **Mold Related Conditions.** Resident represents that at the commencement of Resident's occupancy of the Unit, Resident has inspected the Unit and has found the Unit to be free of signs of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Unit or discoloration or staining in the sheetrock of the Unit, at any time during Resident's occupancy of the Unit, Resident shall immediately provide written notice to Owner of any such condition. Resident agrees that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (i) excessive moisture can collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or

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pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Unit clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Unit and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Unit through proper operation of the air conditioning and heating systems and plumbing fixtures.

c. Resident's Compliance with Rules. Resident shall be responsible for any damages caused by the failure of Resident, Occupants of the Unit or their guests or invitees to comply with any rules or regulations established by Owner including, but not limited to, damages caused to pipes when freeze guidelines are not followed and damages caused by Resident's failure to maintain utilities in the Unit. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain the Unit in accordance with this provision.

d. Owner's Right to Terminate Lease. Unless otherwise provided by applicable law, the Owner may terminate this Lease by giving no less than twenty-four (24) hours notice to Resident if the Unit or the Community in general is rendered uninhabitable due to: (i) fire or catastrophic damage; (ii) environmental issues; (iii) a condemnation taking; or (iv) any causes beyond the control of the Owner. Unless otherwise provided by applicable law, the Owner may terminate this Lease by giving no less than thirty (30) days notice to Resident if the Unit or the Community in general is undergoing, or about to undergo, repairs or rehabilitation (not caused by fire, catastrophic damage, environmental issues, condemnation taking or causes beyond the control of the Owner) which will render the Unit or the Community in general uninhabitable, as determined by Owner in its sole opinion. Resident understands and agrees that the Owner may, at any time, convert the Community to a condominium or cooperative development; if the Community is converted and the Unit is to be sold to the public, Owner may elect to terminate this Lease by giving the Resident no less than thirty (30) days written notice or within such other time frame allowed by applicable law. In the event of Owner's termination under this section, Resident shall vacate the Unit and remove all of Resident's personal belongings from the Unit and Rent will be prorated accordingly through the termination date.

e. Odors. Resident agrees that, to the fullest extent allowed by applicable law, Owner shall have no duty to make the Unit smoke-free or odor-free to Resident's satisfaction, particularly where smoke, odors or smells are caused by others in the Community. Resident acknowledges that certain smells (to include cooking certain types of food), odors, and tobacco smoke caused by Resident or others in the Community have the capability of penetrating walls, ceilings, and floors and Resident further agrees that this reality is inherent in any multi-family living environment such as condominiums, apartments or any other multi-family housing communities. Resident agrees that it is impossible or unreasonably impractical for Owner to prevent odors, smoke, and other smells from entering the Unit from neighboring rental units and, except as provided by law, Owner has no duty to prevent odors, smoke and other smells from entering the Unit from neighboring rental units.

f. Noises. Resident acknowledges that, due to the inherent nature of multifamily living environments, there is no guaranty that the Unit will be quiet, safe, or peaceful. Resident agrees that certain everyday sounds such as walking, talking, cleaning, using common appliances, and the occasional entertaining of guests will penetrate walls, floors, and ceilings, and as such, Resident agrees that Owner cannot guarantee that Resident will have a quiet and serene living environment. As such, Resident agrees that it is impossible or unreasonably impractical for Owner to prevent noises or sounds from penetrating the walls, floors, and ceilings of the Unit. Except as provided by law, Owner shall have no duty to prevent noises or signs from penetrating the walls, floors and ceilings of the Unit.

g. Bed Bugs and Pest Control. Resident acknowledges that: (i) bed bugs can be transported to the Unit through bedding, clothes, fabrics or other items moved by Resident into the Unit; and (ii) if bed bugs infest the Unit, treatment involves not only the Unit but also the surrounding units. Resident represents that Resident has not had a previous issue with bed bugs and that no bed bugs will be transported into the Unit by Resident. In the event that a bed bug issue arises in the Unit, Resident shall be responsible for: (i) washing all clothes, bed sheets, draperies, towels, etc. in extremely hot water; (ii) thoroughly cleaning all luggage, handbags, shoes and clothes; and (iii) cooperating with the Owner's remediation efforts including immediately disposing of mattresses, seat cushions or other upholstered furniture, if requested. In the event that the Community has regular pest control treatments, Resident agrees to pay the monthly charge not to exceed \$5.00 per month for pest control service which will be added as a separate line item on the bill Resident receives for water, sewer and trash services. In the event there are bed bugs or other pests in the Unit not caused by the Owner, Resident agrees to pay Owner, upon demand, for all bed bug-related pest control treatments, which Resident acknowledges may involve treatment of not only the Unit but also surrounding units in the Community. In the event that Resident's representations with respect to the bed

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bugs is untrue or Resident fails to comply with any terms of this provision, Resident shall be deemed to be in default of this Lease; in which case, Owner shall be entitled to pursue any rights or remedies available under the Lease or applicable law including, but not limited to, terminating the Resident's right to possession of the Unit. Resident hereby agrees that the Owner may, but shall not be obligated to, give twenty-four (24) hours notice prior to the application of a pesticide in the Unit. Provided, however, if Resident requests the application of the pesticide, no prior notice is required. Residents who have concerns about specific pesticides shall notify Owner in writing. If Resident desires to leave the Unit during the period of application, Resident agrees that no offset of rent, damages, or any claim whatsoever shall be sought against Owner. Resident also agrees to release and hold Owner harmless from any allergic reactions or other medical conditions as a result of the application of any pesticide.

32. **Parking.** Resident shall comply with all rules and regulations pertaining to parking in the State Addendum and Community Policies in addition to the following:

a. **General Guidelines.** Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Community. Unless Owner notifies Resident otherwise, Resident's parking space(s) shall be unassigned. Neither Resident nor Occupants of the Unit nor their respective guests or invitees (including contractors) or others shall park in NO PARKING ZONES or other restricted areas. Vehicles parked in restricted areas will be subject to being towed in accordance with applicable law. Vehicles that have expired inspection stickers or license tags or are inoperable are subject to being towed at the vehicle owner's expense according to applicable law. Resident shall only be allowed to wash vehicles in designated areas of the Community; if no areas have been designated, Resident shall not wash vehicles in the Community. Resident shall not repair vehicles in the Community. Vehicles parked in tow away zones, fire lanes, reserved parking, disabled parking or blocking a trash receptacle are subject to being towed at the vehicle owner's expense in accordance with applicable law. All posted speed limits must be observed. When a speed limit is not posted, the speed limit in the Community is 10 MPH. Motorcycles and motorbikes are considered motor vehicles and should be treated as such. Unless the Owner provides written consent and the appropriate documentation is provided, no trailers, motor homes, unauthorized boats, campers or large trucks are allowed on any parking facilities. Resident shall not park a motor vehicle on the lawn or sidewalks, or any other areas not designated as proper parking facilities, even when moving into or out of the Unit. Vehicles taking up more than one parking space will be subject to being towed at the vehicle owner's expense in accordance with applicable law. Neither Owner nor Owner's management personnel shall be liable for any damages or costs arising out of any claims, loss, damage or liability from towing unauthorized vehicles from the Community. Resident hereby indemnifies and holds harmless the Owner, the Owner's managing agent as well as their respective officers, employees, agents, successors and assigns from and against all damages, loss, or liability (including attorneys' fees and court costs) arising out of or connected with the towing of unauthorized vehicles owned or operated by Resident, Occupants of the Unit or their respective guests or invitees (including vendors) from the Community.

b. **Garages and Carports.** In the event the Community offers the use of a garage or a carport in addition to your Unit, Resident acknowledges that the garage or carport, as the case may be, is for parking Resident's vehicle only; neither garages nor carports are to be used for storage. The storage space, if any, provided with the Unit is to be used for storage needs.

33. **Owner's Acceptance of Mail Packages.** In the event that Owner accepts delivery of Resident's mail or packages, Resident acknowledges that Owner is not responsible for lost, stolen or damaged items and Resident releases Owner from all liability with respect to the acceptance or storage of any mail or packages. Management reserves the right to refuse any electronic devices and exceptionally large and/or heavy packages and may limit the number of packages accepted. If packages are not picked up within three (3) working days, Management reserves the right to return them.

34. **Notices.** Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will immediately notify the Owner in the event that Resident's electronic mail address changes for any reason. Notice for any reason under this Lease shall be proper if given by any method allowed by applicable law or by first class mail, certified mail, return receipt requested, overnight delivery, or by hand delivery to the Unit or to Resident at the address of the Unit. Notice shall also be proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or, unless Resident instructs Owner otherwise in writing, by electronic mail at the electronic mail address provided by Resident. Notice for all purposes, unless applicable law provides otherwise, shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed. The name of Owner's managing agent of the Community, and the party who is authorized to act for and on behalf of Owner for the purpose of receiving notices from the Resident, is Camden Development, Inc., c/o Community Manager. If notice is being provided by Owner to Resident and there is more than one Resident under this Lease, at Owner's discretion, notice to one Resident shall constitute notice to all Residents. Additionally, if notice (including notice requesting service or permitting entry into the Unit) is being provided to Owner by Resident and there is more

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Resident's Initials _____

than one Resident under this Lease, at Owner's discretion, notice from one Resident shall constitute notice from all Residents.

35. **Lease Subordination.** This Lease is and will be subject and subordinate to the lien and provisions of any mortgages or deeds of trust now or hereafter placed against the Community or against Owner's interest or estate in the Community, and any renewals, modifications, consolidations and extensions of such mortgages or deed of trust, without the necessity of the execution or delivery of any further instruments by or to Resident to effect subordination. If any future mortgagee elects to have this Lease subordinated to the lien of such mortgagee's mortgage or deed of trust, and gives notice of such election to Resident, Resident shall execute any appropriate documents to subordinate this Lease to the lien of such mortgage or deed of trust. Resident will execute and deliver upon request from Owner, such further instruments evidencing the subordination of this Lease to any mortgage or deed of trust. In the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust against the Community, Resident will, upon request of any person or party succeeding to Owner's interest as a result of such proceedings, attorn to such successor in interest and recognize such successor in interest as Owner under this Lease; provided, however, unless otherwise provided by applicable law, in no event shall Resident have the right to terminate this Lease in the event of foreclosure by any lienholder of the Community.

36. **Disclosure of Information.** Resident hereby authorizes Owner to disclose information, upon request, relating to Resident's occupancy or other information in Resident's lease file for law-enforcement, governmental or business related purposes. Mortgage companies may be invoiced a minimum of \$25.00 per report for rental history inquiries.

37. **Verbal Representations and Waiver.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose duties (including duties related to security issues) or other obligations on Owner or Owner's representatives unless in writing. The failure by Owner or Owner's managing agent to enforce any terms of this Lease shall not constitute a waiver by Owner or Owner's managing agent of the right to enforce the terms of the Lease at any subsequent time. The acceptance of Rent due after any default shall not be construed to waive any right of Owner or affect any notice given or legal action commenced.

38. **Applicable Law.** This Lease shall be governed by the laws of the state in which the Unit is located; this Lease is performable and venue for any action shall be proper in the county in which the Unit is located.

39. **Partial Invalidity.** If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

40. **Liability of Owner's Managing Agent.** Resident acknowledges that Camden Development, Inc. is signing this Lease as agent, and not as principal, for the Owner whose assumed name is the name of the Community. Accordingly, Resident agrees that it will not hold Camden Development, Inc. responsible or liable for compliance with this Lease and that Resident's sole cause of action for breach of this Lease will be against Owner. Resident understands that Camden Development, Inc. is relying upon the statements contained in this paragraph as a basis for signing this Lease as agent on behalf of Owner.

41. **Signatures Required to Bind Parties.** Resident acknowledges that: (i) Resident and Owner's leasing representative have reviewed this Lease (including all addenda to this Lease); (ii) Owner's leasing representative, as "Owner's Agent" and Resident have initialed each page of this Lease and selected provisions where indicated; and (iii) Resident has agreed to the terms, covenants and conditions provided in this Lease and signed the page of this Lease on which the Resident's signature blank appears. To the extent allowed by applicable law and notwithstanding the initials provided by the respective parties and Resident's signature, Resident further acknowledges that this Lease shall only be binding upon Owner for a period of 30 days from the date on which the Lease term begins (such 30 day period shall be referred to as the "Temporary Lease Period") unless the Owner's agent for the Community has signed this Lease on behalf of Camden Development, Inc., as agent, not as principal, for the Owner where indicated in the end of this Lease. At the time the Owner's agent signs this lease, it becomes binding upon both parties for the full term of the Lease. In the event that the Owner's agent objects to any terms, covenants or conditions provided in this Lease, Resident will be so notified within the Temporary Lease Period and this Lease shall terminate effective as of the end of the Temporary Lease Period unless the Resident agrees with the revised terms, covenants and conditions. In the event of such termination, Resident shall have no further right to occupy the Unit and shall vacate the Unit by the end of the Temporary Lease Period. In the event that the Owner's agent neither signs this Lease where indicated or objects to any terms, covenants or conditions of this Lease by the end of the Temporary Lease Period, this Lease shall, nonetheless, be binding upon Owner and Resident as if the Owner's agent had signed the Lease without objection. In addition to the foregoing, to the extent allowed by applicable law, both parties agree that: (i) this Lease, applicable State Addendum and other lease documentation may be signed by each respective party's electronic signature without each party initialing each page; (ii) a Lease, State Addendum and other lease documentation signed

Owner's Agent Initials _____

Resident's Initials _____

with an electronic signature shall be as binding as an originally signed Lease, State Addendum and other lease documentation; and (iii) an electronically signed Lease, State Addendum and other lease documentation may not be denied legal effect or enforceability solely because it is in electronic form or signed with an electronic signature. Resident may request an electronic or paper copy from the Owner's representative at any time during the term of this Lease. Resident acknowledges that, unless prohibited by applicable law or otherwise indicated by Owner, any lease addenda previously signed by Resident shall be binding on Resident as if Resident signed such addenda with this Lease. Resident acknowledges and agrees that lease addenda previously signed do not have to be resigned to be effective during the term of this Lease. As used in this section, the term "lease documentation" shall include, without limitation, any amendments, renewals or other modifications of this Lease entered into from time to time by the parties.

42. **(See attached State Addendum for additional provisions.)**

The terms of this Lease are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 03/24/2017

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

DocuSigned by:

Jeff Weaver

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DocuSigned by:

Jaqueline Skates

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Case 3:23-md-03071

Document 337-2

Filed 07/07/23

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**STATE ADDENDUM TO RENTAL CONTRACT
(COLORADO)**

Community:	Camden Bellevue Station
Resident(s):	Jeff Weaver
Unit:	#212
Lease Date:	04/26/2017

This State Addendum to Rental Contract (this "Addendum") is made and entered into as of the same date as the Rental Contract (the "Lease") to which this Addendum is attached and made a part thereof by and between the Owner of the above referenced Community and Resident named above. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease and in the event the terms of this Addendum are inconsistent or conflict with the provisions of the Lease, the terms of this Addendum shall control. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Delivery of Unit.** The following sentences shall be added to paragraph 1 of the Lease entitled "**Delivery of Unit**"

Resident acknowledges that Resident has inspected the Unit, and that the Unit is in an acceptable "as is" condition, and that the Unit is in good, clean, and acceptable repair except as specifically may otherwise be agreed to by the parties in writing on Resident's Inventory and Condition Form. Immediately upon occupying, Resident will inspect the Unit and report any defects or problems on the Inventory and Condition Form. Resident's failure to report any defects or problems with the Unit on the Inventory and Condition Form within 48 hours of move-in, is and shall be a binding admission that the items described in the Inventory and Condition Form are acceptable and in good condition. Subject to the information on the Inventory and Condition Form, Resident accepts the Unit in as-is condition, without representation or warranty of any kind, whether express or implied, including any warranty or covenant of quiet enjoyment. Owner expressly disclaims any warranty or covenant of quiet enjoyment.

2. **Term.** The following sentences shall be added to paragraph 2 of the Lease entitled "**Term**":

If Resident fails to give the required 60 day notice of Resident's intent to vacate at the end of the Lease term, any extension, or renewal, and remains in possession of the Unit with the consent of Owner, Resident shall become a month to month tenant subject to all terms and conditions of this Lease except for the term which shall be month to month. Any notice given by Resident shall not relieve Resident from paying Owner any amounts owed by Resident under the Lease as such amounts become due. If Resident fails to give proper notice, Resident shall be liable for and agrees to pay to Owner all damages caused by such failure as set forth herein and under the law. At a minimum, Resident shall be liable for the rent due for the following month if the Unit is not re-rented due to Resident's failure to give proper notice. In order for Resident's notice to be effective, all Residents who executed the Lease must sign the notice. Resident's notice of intent to vacate shall only be effective on date the notice is actually received by or receipted for by Owner. Resident agrees to personally deliver and have Owner's agent receipt for any notice in order to guarantee the effective date of any notice. Resident agrees that the amounts agreed to be paid by Resident for failure to give proper notice in such an event represent a fair amount and method to allocate the numerous risks and liabilities between Resident and Owner if Resident fails to give the required notice to vacate. Upon receipt of any notice to vacate from Owner, Resident shall vacate on or before the date specified in the notice.

3. **Rent and Charges.** The following sentences shall be added to paragraph 3(b) of the Lease entitled "**Late Payments and NSF Fees**":

If Owner has not received the total Monthly Rent from Resident for any given month on or before the third day of the month in which such Rent is due, Resident shall pay a late charge of \$60.00 on the 4th day of the month plus \$10.00 per day commencing on the 5th day of the month for each and every day Monthly Rent or any portion thereof remains outstanding and unpaid. Owner agrees that the \$10.00 per day daily late charge will not exceed the number of actual days in a given month that the amount of Rent has not been paid. In addition to the \$60.00 late charge, Resident agrees to pay Owner the lesser of \$20.00 or the actual cost incurred by Owner for a returned check charge for each and every check from Resident received by Owner which is drawn on insufficient funds, dishonored, or not paid upon presentment for any reason. Resident must immediately replace any such check upon notice or demand with certified funds. If two or more of Resident's checks tendered to and received by Owner are not paid upon presentment for any reason, Resident shall without notice, demand, or request make all further payments to Owner in certified funds. If Resident makes any payment in response to an eviction notice or demand for Rent or possession after the demand period has expired, Resident shall make such payment in certified funds. If Resident makes any payment in response to an eviction notice or demand for Rent or possession after the demand period has expired, Resident shall pay Owner, in addition to any other amounts due, \$250 plus \$150 for eviction administrative fees and attorney fees. The

Owner's Agent Initials _____

Resident's Initials _____



administrative charge is not a late fee or penalty but rather is an addition to any charges set forth in the Lease. Resident agrees to pay all Sheriff's fees if Owner evicts Resident and incurs Sheriff's fees. Resident acknowledges that Owner may elect not to accept any Monthly Rent payment or other amounts due after its due date if all fees and charges do not accompany such payment owed by Resident through the date Resident offers payment. Such fees and costs include but may not be limited to late fees, check charges, eviction administrative fees, and attorneys' fees.

4. **Rent Increases and Lease Changes.** The following sentences shall be added to paragraph 4 of the Lease entitled "**Rent Increases and Lease Changes**":

Resident shall have accepted any modification or addition to any Lease term if Resident fails to vacate in accordance with the requirements set forth in this Lease prior to the date such modification or addition is to become effective.

5. **Security Deposit.** The following sentences shall be added to paragraph 5(a) of the Lease entitled "**Security Deposit**":

Resident agrees that Owner shall have 60 days after the termination of this Lease or surrender and acceptance of the Unit, whichever occurs last, to return all or any portion of the Security Deposit, if any, due Resident. Resident shall not be entitled to any interest on the Security Deposit, unless provided by law. In the event of a sale or transfer of the Community or the substitution of the managing agent of the Community, Resident hereby gives Resident's consent to the assignment of this Lease and agrees that the Security Deposit may be transferred to the succeeding owner or managing agent ("transferee"), whereupon the Owner and the Owner's managing agent shall be released from any and all liability for the Security Deposit upon Owner providing Resident written notice of the name and address of the transferee. The parties recognize and agree that all or part of the Security Deposit may be retained by the Owner in the event that Resident does not reside in the Unit for the full term of this Lease. Resident's liability shall not be limited to the Security Deposit. Owner and Resident agree that Resident's last known address shall be the Unit unless and until Resident provides a different address to Owner in writing and Owner acknowledges in writing receipt of Resident's forwarding address (new last known address). If Resident fails to provide a forwarding address (new last known address), Resident understands that all communications regarding Resident's Security Deposit and/or Resident's security deposit refund will be mailed to Resident's last known address which is the address of the Unit. If more than one person signed this Lease, Owner's or Owner's managing agent may issue one check for the Security Deposit refund payable jointly to all Residents, and mail such check to any last known address of any Resident.

6. **Move-Out Procedure and Rules.**

a. The following sentences shall be added to paragraph 8(c) of the Lease entitled "**Holdover**":

Resident further covenants and agrees that upon expiration of the term of this Lease, or any extensions, or renewals, or upon the termination of this Lease or the termination of Resident's right of possession, whether or not this Lease has been terminated, Resident will at once peacefully surrender and deliver up the whole of the Unit, together with all improvements thereon to the Owner, Owner's managing agent or assigns. Resident agrees to accompany the Owner or the Owner's managing agent on an inspection of the Unit in order to verify the physical condition of the Unit at the expiration or termination of this Lease, and to assist the Owner or the Owner's managing agent, as the case may be, in completing a unit inspection report. Resident hereby agrees that in the event Resident fails or refuses to accompany the Owner or the Owner's managing agent, Resident shall be deemed to have accepted the inspection report on the physical condition of the Unit prepared by the Owner or the Owner's managing agent, as the case may be, and to pay for any damages listed on such inspection report. In any event, Resident agrees to vacate the Unit before 5:00 p.m. on the last day of the term of this Lease, or any extensions or renewals. Upon moving out, Resident must thoroughly clean the Unit, including doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If Resident does not clean adequately, Resident shall be liable for reasonable cleaning charges including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear and tear. Upon move out, Resident shall deliver to Owner's agent at the onsite Management Office all keys, access cards, remotes, or any other property issued by Owner's agent to Resident. If without the consent of Owner, Resident continues in possession of the Unit, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal; or after any notice to vacate, Resident shall be wrongfully holding over. For any wrongful hold over period, Resident shall pay Owner Rent in the amount of two (2) times the daily rent calculated by using the total Monthly Rent from the preceding month.

b. The following shall replace paragraph 8(d) of the Lease entitled "**Abandonment**"

Abandonment. Resident covenants to occupy the Unit and shall be in default if Resident does not occupy the Unit on a regular, continuing, and consistent basis unless otherwise agreed to by Owner in writing. Resident shall have abandoned or surrendered the Unit if Resident turns in all keys or access devices regardless of whether rent is paid or not. Resident shall have abandoned or surrendered the Unit if any of the following events occur and if Resident's personal belongings have been substantially removed, and Resident does not appear to be living in the Unit in Owner's reasonable judgment: Resident's move out or notice to vacate date

Owner's Agent Initials _____

Resident's Initials _____



has passed; Resident is in default for non-payment of rent for 5 consecutive days; water, gas, electric, or any other service for the Unit connected in Resident's name has been terminated or disconnected; Owner is in the process of judicially evicting Resident for any reason; and Resident fails to respond for 2 consecutive days to any notice posted on the inside of the main entry door to the Unit stating that Owner considers Resident to have abandoned. Resident also abandons or surrenders the Unit 10 days after the death of a sole resident. If Resident abandons the Unit or vacates the Unit upon the expiration or termination of this Lease while leaving personal property within the Unit, Resident specifically and irrevocably waives all title and interest Resident has to such property and grants to Owner full authority to immediately dispose of same without notice, court order, or accountability. Resident shall indemnify Owner, Owner's employees and representatives against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against Owner or any other indemnified in connection with Owner's removal of any property.

7. **Occupants.** The following sentences shall be added to paragraph 10 of the Lease entitled "**Occupants**":

If Owner or Owner's managing agent claims that any person residing in Resident's Unit is an unauthorized occupant, Resident shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Owner or Owner's managing agent as an unauthorized occupant does not reside at the Unit. Upon request by Owner, Resident shall also within three days provide in writing the name and otherwise identify any person who appears to be in unauthorized occupant in Owner's reasonable judgment. Owner may exclude from the Community or Unit any person not on the Lease including but not limited to guests or invitees who violate this Lease or any of the Community's policies, rules and regulations or disturb other residents, occupants, any of their guests, agents or other invitees or Owner's employees or agents. Owner may exclude or bar any person from the Community or Unit, for security or other legitimate reason in Owner's sole and absolute discretion including but not limited to Resident's who are prohibited from entering the Unit or coming onto the community property because of a valid court order. Owner may also exclude from any common area of the Community a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant or a guest, agent or other invitee of a specific resident or occupant in the Community.

8. **Assignment and Subletting.** The following sentences shall be added to paragraph 11 of the Lease entitled "**Assignment and Subletting**":

Owner's consent to any substitution of residents, assignment, or sublease may be withheld in Owner's sole and absolute discretion. Any substitution of residents, assignment, or sublease shall be minimally conditioned upon all affected Residents or future residents executing any documentation requested by Owner including but not limited to appropriate documentation regarding the accounting and disposition of the Security Deposit.

9. **Utilities and Services.** The following sentences shall be added after the first sentence, and in replacement of all sentences after the first sentence, of paragraph 12(a) of the Lease entitled "**Generally**" and paragraph 12(b) entitled "**Electricity and Gas**":

- a. Resident agrees that all utilities (except for those included in Monthly Rent) shall be Resident's sole responsibility and expense. Resident agrees that Owner has and will continue to have under the terms of this Lease the right to designate Resident's utility providers as allowed under applicable law. Owner reserves the right to change Resident's utility providers from time to time in Owner's sole discretion as allowed under applicable law. Owner has selected Xcel Energy as Resident's provider of electricity, Xcel Energy as Resident's provider of natural gas, Denver Water as Resident's provider of water and sewer, Waste Management as Resident's provider of trash removal, Comcast as Resident's provider of cable television and CenturyLink as Resident's provider of telephone service. Resident agrees to put the utilities in Resident's name immediately upon signing this Lease and promptly pay the same when due. Resident acknowledges that continued occupancy of the Unit when any utility service has been cut off is hazardous. Resident agrees not to terminate, cut off, interrupt or discontinue for any reason any utility service to the Unit including, but not limited to, electricity, natural gas, sewer or water. Breach of this provision shall constitute a default by Resident giving Owner the right to terminate immediately upon three days notice to quit with no right to cure, and to obtain possession of the Unit. Any charges billed to Owner for utilities due to Resident's breach of this provision shall be due as additional Rent.

- b. The following shall be added as paragraph 12(f) of the Lease and entitled "**Utilities and Services Billing Provisions**":

- (i) **Utilities and Services:** Responsibilities for payment of utilities and services associated with the Unit shall be as follows:

- a. **Water and Sewer.**

- I. **Water.**

1. **Responsible Party:** Charges for water service for the Unit will be paid for by:

Owner's Agent Initials _____

Resident's Initials _____



- ☐ Owner
☒ Resident - if payment is to be made by Resident, payment shall be made to:
☒ Owner
☐ Utility or Service Provider as identified in section vi.

2. **Methodology:** If paid by Resident to Owner, to the extent allowed by law, charges will be based on one of the following methods;
☐ A flat monthly rate of \$___per month.
☒ Resident's actual use (if submetered);
☐ Ratio utility billing system (RUBS) calculated based on the following formula:
☐ Allocation based on the number of occupants residing in your Unit: [Total expense ÷ the total number of occupants within the Community] x [the total number of occupants in your Unit].
☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] x [square footage of your Unit]
☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].
 (If allocation method is based upon occupancy, the number of occupants will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)
 (If allocation method is based on a per unit basis, the number of units or occupied units will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

II. Sewer.

1. **Responsible Party:** Charges for sewer service for the Unit will be paid for by:
☐ Owner
☒ Resident - if payment is to be made by Resident, payment shall be made to:
☒ Owner
☐ Utility or Service Provider as identified in section vi.
2. **Methodology:** If paid by Resident to Owner, to the extent allowed by law, charges will be based on one of the following methods;
☐ A flat monthly rate of \$___per month.
☒ Resident's actual use (if submetered);
☐ Ratio utility billing system (RUBS) calculated based on the following formula:
☐ Allocation based on the number of occupants residing in your Unit: [Total expense ÷ the total number of occupants within the Community] x [the total number of occupants in your Unit].
☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] x [square footage of your Unit]
☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].
 (If allocation method is based upon occupancy, the number of occupants will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)
 (If allocation method is based on a per unit basis, the number of units or occupied units will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

b. Trash.

- I. **Responsible Party:** Charges for trash service for the Unit will be paid for by:
☐ Owner
☒ Resident - if payment is to be made by Resident, payment shall be made to:

Owner's Agent Initials _____

Resident's Initials _____



- ☒ Owner
☐ Utility or Service Provider as identified in section vi.

II. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☒ A flat monthly rate of \$\$7.00 per month.
☐ Resident's actual use (if submetered);
☐ Ratio utility billing system (RUBS) calculated based on the following formula:
☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense}}{\text{the total number of occupants within the Community}} \times \text{[the total number of occupants in your Unit]}$$

☐ Allocation based on square footage of your Unit: $\frac{\text{Total expense}}{\text{square footage of occupied units}} \times \text{[square footage of your Unit]}$
☐ Allocation based on a per unit basis: $\frac{\text{Total expense}}{\text{the total number of occupied units within the Community}}$.

(If allocation method is based upon occupancy, the number of occupants will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

(If allocation method is based on a per unit basis, the number of units or occupied units will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

c. **Recycling.**

I. **Responsible Party:** Charges for recycling service for the Unit will be paid for by:

- ☐ Owner
☐ Resident - if payment is to be made by Resident, payment shall be made to:
☐ Owner
☐ Utility or Service Provider as identified in section vi.

II. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☐ A flat monthly rate of \$__ per month.
☐ Resident's actual use (if submetered);
☐ Ratio utility billing system (RUBS) calculated based on the below formula:
☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense}}{\text{the total number of occupants within the Community}} \times \text{[the total number of occupants in your Unit]}$$

☐ Allocation based on square footage of your Unit: $\frac{\text{Total expense}}{\text{square footage of occupied units}} \times \text{[square footage of your apartment unit]}$
☐ Allocation based on a per unit basis: $\frac{\text{Total expense}}{\text{the total number of occupied units within the Community}}$.

(If allocation method is based upon occupancy, the number of occupants will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

(If allocation method is based on a per unit basis, the number of units or occupied units will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

d. **Gas.**

I. **Responsible Party:** Charges for gas service for the Unit will be paid for by:

- ☐ Owner
☒ Resident - if payment is to be made by Resident, payment shall be made to:
☒ Owner
☐ Utility or Service Provider as identified in section vi.

II. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
☐ A flat monthly rate of \$__ per month.

Owner's Agent Initials _____

Resident's Initials _____



- ☐ Resident's actual use (if submetered);
- ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
- ☐ Allocation based on the number of occupants residing in your Unit:
[Total expense ÷ the total number of occupants within the Community]
x [the total number of occupants in your Unit].
- ☒ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] * [square footage of your Unit]
- ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].

(If allocation method is based upon occupancy, the number of occupants will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

(If allocation method is based on a per unit basis, the number of units or occupied units will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

e. **Electricity.**

- I. **Responsible Party:** Charges for electric service for the Unit will be paid for by:

- ☐ Owner
- ☒ Resident - if payment is to be made by Resident, payment shall be made to:
- ☐ Owner
- ☒ Utility or Service Provider as identified in section vi.

- II. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☐ A flat monthly rate of \$__ per month.
- ☐ Resident's actual use (if submetered);
- ☐ Ratio utility billing system (RUBS) calculated based on the below formula:
- ☐ Allocation based on the number of occupants residing in your Unit:
[Total expense ÷ the total number of occupants within the Community]
x [the total number of occupants in your Unit].
- ☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] * [square footage of your Unit]
- ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].

(If allocation method is based upon occupancy, the number of occupants will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

(If allocation method is based on a per unit basis, the number of units or occupied units will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

f. **Stormwater.**

- I. **Responsible Party:** Stormwater charges assessed against the Community by the applicable governmental entity will be paid for by:

- ☐ Owner
- ☒ Resident - if payment is to be made by Resident, payment shall be made to:
- ☒ Owner
- ☐ Utility or Service Provider as identified in section vi.

- II. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☐ A flat monthly rate of \$__ per month.
- ☐ Resident's actual use (if submetered);
- ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
- ☐ Allocation based on the number of occupants residing in your Unit:
[Total expense ÷ the total number of occupants within the Community]
x [the total number of occupants in your Unit].
- ☒ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] * [square footage of your Unit]
- ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].

Owner's Agent Initials _____

Resident's Initials _____



(If allocation method is based upon occupancy, the number of occupants will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

(If allocation method is based on a per unit basis, the number of units or occupied units will be determined according to the Owner's lease documents as of the first day of the calendar month in which the bill is calculated.)

- ii. **Additional Charges:** Resident is also responsible for payment of the following additional charges:

a. **Service Charge:** \$6.00/per month.

b. **Administrative Fee:**

☐ One-time fee of \$0.00

Resident agrees that the service fee is for the preparation, processing and other costs associated with generating a monthly bill to Resident and the administrative fee is a one-time account set up fee relating to billing the services provided (other than water, sewer, gas and electricity services, if any).

Upon prior notice, Resident agrees to pay up to \$25.00 per month for any additional fees, assessments or other charges allowed by law related to utility or service use at the Community or as charged to the Community by applicable governmental entities.

- iii. **Payment.** To the extent allowed by law, charges for usage of all utilities or service are considered "Rent" pursuant to the Lease. A bill (the "Bill") for all or a portion of the utilities and services identified above shall be issued on approximately a monthly basis. Unless otherwise stated in this Addendum or in the event that Resident does not receive a Bill, Resident must pay all utility and service charges to the Owner in the same time and manner Rent is required to be paid pursuant to the Lease. Unless otherwise stated in the Bill, payments for utility and service charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Resident fails to pay any or all portion of utility or service charges on or before the due date as indicated in the Bill or as indicated herein, Owner may, to the extent allowed by applicable law, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion apply any portion of Resident's monthly Rent payment towards the balance owed by Resident for utility or services and leave Resident delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Owner would otherwise be entitled to pursue under the Lease or applicable law for Resident's failure to pay Rent. In the event that any payment is made with a returned check, Owner reserves the right to assess a returned check fee as provided in the Lease.

- iv. **Changes to Utilities, Services or Billing Methods:** The Owner shall have the right, upon sixty (60) days written notice, to the extent allowed by applicable law, to begin billing Resident for utilities or services not checked above or to change the billing method with respect to any utility or service. If such change in utility or service or method is made, unless otherwise provided by law, Resident shall begin to pay for such utility or service or pay in accordance with the changed method, beginning on the date identified on the Bill or, if the Resident does not receive a Bill, on the first calendar day of the month following 60 days from the date of Owner's notice.

- v. **Electronic Billing:** Resident agrees that the Bill may be delivered in an electronic format. Resident further agrees that the Bill may also be delivered via email, the internet or by any method as determined by Owner. By written notice to the Owner, Resident may opt out of electronic billing and may receive the Bill in paper form.

- vi. **Utility and Service Providers:**

The following Utility or Service Providers bills for the utilities or services listed below, if any:

_____	Water
_____	Sewer
_____	Trash
_____	Recycling
_____	Gas
XCEL Energy	Electricity
_____	Stormwater

Owner's Agent Initials _____

Resident's Initials _____



If indicated above, Resident shall be billed directly by the identified utility or service provider. Resident must pay the utility or service provider directly for usage and charges relating to the applicable utility or service in accordance with the Bill. The utility or service provider may prepare and deliver the Bill in an electronic format.

The Owner reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility or service used at the Community. The Owner reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Resident.

10. **Permitted Use.** The following sentences shall be added to paragraph 15 of the Lease entitled "**Permitted Use**":

Resident covenants that the Unit is to be used and occupied by Resident as Resident's principle residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose whatsoever, including any business purpose that is not specifically allowed by this Lease. Conducting any kind of business, including but not limited to childcare services (defined as the simultaneous care of children from more than one family), in the Unit is prohibited. Without limiting the foregoing, Resident may conduct business in the Unit if such business activity is conducted entirely by computer, telephone, or mail and no clients, patients, or other business associates come to the Unit for business purposes, and if any business so conducted complies with all applicable laws. Occupation of the Unit is subject to applicable occupancy standards determined by law and by Owner.

11. **Security.** The following sentences shall be added to paragraph 16(b) of the Lease entitled "**Security**":

Resident acknowledges and agrees that protection against criminal action is not within Owner's power, that Owner does not provide and does not have a duty to provide any security protection services, security lighting or any other security measures at the Community, that Owner may but has no obligation to conduct criminal background checks on actual or potential residents or occupants, that Resident shall look solely to the public police for security protection and that Resident and Occupant are responsible for their personal security. Owner shall not be liable for failure to provide such security measures, for failure to conduct such criminal background checks or for criminal or wrongful actions by others against Resident, occupant, guests or others, including actions by others which cause damage to the property of Resident, Occupants or guests. If, from time to time, Owner provides patrol services at the Community but Owner has no obligation to provide such services, such patrol services are only for Owner's own purposes and shall not constitute a waiver of, or in any manner modify, the security provision set forth above. Owner shall not be liable for failure to provide patrol services and Owner may decrease or discontinue such patrol services at any time, without notice to or consent of Resident. If Owner has installed limited access gates at the Community but Owner has no obligation to install such gates, such gates are only for Owner's own purposes and shall not constitute a waiver of, or in any manner modify, the security disclaimer set forth above. Resident agrees not to act in any way which may impair the use or function of such gates. Resident acknowledges and agrees that such gates are mechanical devices and can be rendered inoperative at any time and that Owner shall not be liable for failed operations of the limited access gates. Owner may remove such gates at any time, without notice to or consent of Resident.

12. **Conduct of Resident, Occupants and Guests.** The following sentences shall be added to paragraph 21 of the Lease entitled "**Conduct of Resident, Occupants and Guests**":

Resident agrees that Resident is at all times responsible for any conduct of all occupants, children, family members, guests, invitees, or any other person on the Unit or the Community due to Resident. Regardless of whether specifically stated in connection with any provision in this Lease, Resident is responsible for the conduct and behavior of the foregoing persons at all times, and a breach by any of them of any Lease provision is a breach by Resident. Resident shall show due consideration for others by not interfering with, disturbing, or threatening the rights, comfort, health, safety, convenience, quiet enjoyment, management, and, use of the Community by Owner, other residents and occupants and any of their guests, Owners, invitees, or the general public (collectively "others"). Owner shall be the sole judge of acceptable conduct. Resident agrees not to permit, commit, or suffer any conduct disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever about the Community or Unit, having a tendency to annoy or disturb others and to use no machinery, devise, or any other apparatus which would damage the Unit or annoy others. Resident shall not engage in, commit, or permit unlawful activities whether or not such unlawful activities occur in, near, or, about the Unit. Residents shall comply with and otherwise not violate any laws, regulations, statutes or ordinances, or engage in any conduct or activities that would cause Owner to be in violation of the same. Resident shall not bring onto, store or use within Unit any hazardous and/or toxic substances, wastes, materials, pollutants or contaminants.

Resident, Occupants, any member of the Resident's household, any guest of Resident, or any other person under Resident's control or about the Unit with Resident's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity on, or near the Unit or the Community, including but not limited to, any violent criminal activity or any drug related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Resident or any other persons shall not permit the Unit to be used for or to facilitate criminal activity. Resident

Owner's Agent Initials _____

Resident's Initials _____



agrees and acknowledges that Resident has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Resident's knowledge of the criminal activity which constitutes any substantial violation agreed to in this Lease or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this Lease, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Resident agrees that Resident's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Resident's part, that Resident's affirmative duty extends to making all persons aware of Resident's obligations, covenants, and duties under this Lease, and that Resident's duties extend to all conduct whether or not such conduct occurs in Resident's unit. Resident may not assert as a defense in any eviction action against Resident based on violation of this Lease that Resident did not know any person, occupant or guest was in violation of this Lease.

Not limiting the broadest possible meaning as defined in this Lease or at law, violent criminal activity also includes but is not limited to any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another. Not limiting the broadest possible meaning as defined in this Lease or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by C.R.S. §12-22-303, or defined by any other law, including federal law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Resident and Owner agree that any criminal activity as defined in this Lease or at law is an act which endangers the person and willfully and substantially endangers the property of Owner, co-residents, others living on or near the Community, and that such criminal activity constitutes a substantial violation under this Lease or at law.

One or more violations of this Lease by Resident constitutes a substantial violation of this Lease and material non-compliance with this Lease. Because Resident and Owner agree that a violation of this Lease constitutes a substantial violation, Resident waives any and all legal rights of any kind whatsoever to claim or insist that Owner must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Unit. Upon any violation of this Lease by Resident, Owner may terminate Resident's right to occupancy all without terminating this Lease or Resident's obligation to pay rent as set forth in this Lease at Owner's election. Owner's termination of Resident's right to occupancy shall be effective with right of eviction upon three days notice to quit. Unless required by law, Owner shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession. Proof of the violation of this Lease shall be by a preponderance of the evidence, unless otherwise provided by law.

13. **Policies.** The following sentences shall be added to paragraph 22 of the Lease entitled "**Policies**":

Resident's failure to abide with, comply with, or breach of the community policies is a default under this Lease and subjects Resident to eviction. Resident agrees and acknowledges that Owner may from time to time amend, abolish, change, or enact new Community policies for health, safety, business, financial, legal, or any other legitimate reasons as long as the Community policies apply to all applicable residents. Resident further acknowledges that Owner may amend, change, abolish, or enact new Community policies without prior notice to Resident, and that all Community policies are effective upon distribution to Resident regardless of whether Resident has acknowledged receiving or consented to any change in or enactment of any Community policy at any time.

14. **Smoke Detectors.** The following sentence shall be added to paragraph 26 of the Lease entitled "**Smoke Detectors**":

Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery.

15. **Default by Resident.** The following sentences shall be added to paragraph 28 of the Lease entitled "**Default by Resident**":

Additionally, Resident shall be in default if Resident abandons prior to the end of the term, or makes any misrepresentation. If Resident defaults, Owner shall have all remedies provided for in this Lease and at law. This Lease is executed subsequent to Resident completing a Rental Application, which is incorporated by reference and is part of this Lease. Resident acknowledges that Owner is entering into this Lease in reliance on the information contained in Resident's rental application and any and all other information provided to Owner by Resident. If it is determined at any time that such information is false or materially misleading, then Owner shall have the option to terminate this Lease upon three days notice to quit. Resident shall promptly notify Owner in writing of any subsequent change in the information provided by Resident on Resident's lease application. Resident agrees that in filling out and completing this Lease some clerical, scrivener's, human, computer and or mathematical errors may occur in the processing of this Lease. In the event of such an error or mistake, Resident shall cooperate with Owner to execute or re-execute any document necessary to correct any such mistake or error.

Owner's Agent Initials _____

Resident's Initials _____



Unless otherwise agreed to in writing by Owner, Resident shall pay prior to occupying the Unit or on or before the Commencement Date of the Lease Term, whichever is earlier, an amount equal to the Security Deposit, any other fees and charges, the prorated rent if the Lease Term commences on a day other than the first day of the month, and the first full month of total Monthly Rent if this Lease commences after the 20th day of any month. If Resident fails to pay any amount due under this paragraph as specified, Resident shall be in default and Owner may exercise any and all rights and remedies under this Lease or at law including, without limitation, notice to quit or three days notice of Rent or possession, and imposition of late fees as set forth in this Lease.

If Resident defaults and Owner retains legal counsel, Resident is liable for and shall pay all collection costs and legal costs incurred by Owner, including Owner's reasonable attorneys' fees and costs, from the date any such matter is turned over to an attorney and regardless of whether suit is commenced or not, in connection with Resident's default. In any action, proceeding, or suit (collectively "suit") between Owner and Resident, Resident agrees to and shall pay all costs incurred by Owner, including reasonable attorneys' fees if Owner is the prevailing party in any suit. Suit shall have the broadest possible interpretation and shall specifically include but not be limited to any suit to collect any Rent, amounts, or damages owing by Resident under this Lease, to enforce any provision of this Lease, any governmental agency action including any fair housing claim, any litigation concerning Resident's Security Deposit, or any other proceeding, between Owner and Resident to enforce this Lease, arising from this Lease, or an any way connected with this Lease or Resident's tenancy at the Unit. Owner and Resident agree that any action or proceeding arising out of or anyway connected with this Lease, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Resident hereby waives all rights to a trial by jury. Notwithstanding anything to the contrary in this paragraph or Lease, Owner and Resident agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorneys' fees and costs.

Owner's acceptance of any sums of money from Resident following an event of default shall be taken to be a payment on account by Resident and shall not constitute a waiver by Owner of any rights, nor shall any such payment cure Resident's default if such payment is less than the full amount due and outstanding, nor shall any such payment from Resident reinstate this Lease if previously terminated by Owner. If Owner serves Resident with any non-monetary demand for compliance, Resident shall pay all sums due under this Lease as they become due. Owner's acceptance of any amounts from Resident after service of any non-monetary demand for compliance shall not waive Owner's rights to proceed on any non-monetary demand or otherwise insist that Resident comply with any non-monetary demand. After judgment granting the owner possession of the Unit, the Owner may receive or collect any amount or sums due from Resident under this Lease without waiving or affecting Owner's right to proceed or enforce any judgment for possession. Owner may terminate Resident's right to possession without terminating this Lease or Resident's liability on the Lease in accordance with the Lease and law. The Lease and Resident's liability on this Lease shall not be terminated by Owner under any circumstances unless terminated by Owner in writing.

If Resident defaults this Lease, in addition to any other rights and remedies that Owner may have, Owner may at his option, either terminate this Lease, retake possession of the Unit and terminate Resident's right to possession, and relet the Unit. Upon Resident's default, if Owner does not terminate this Lease but reenters and terminates Resident's right to possession, Resident shall remain liable for any sums due under this Lease for the balance of this Lease term less any rent received by Owner upon reletting. If Owner does not terminate this Lease, upon reletting, all rentals received by Owner from such reletting, shall be applied, first to the payment of any monetary obligation due under the terms of this Lease other than Monthly Rental installments, second, to costs and expenses of reletting, including but not limited to cleaning, repairs or replacement of appurtenances or fixtures on or about the property as may be necessary, advertising, and lease commissions, all of which Resident agrees to pay, third, to past due monthly rent installments, with the remainder, if any, to be held by the Owner and applied as payments of future Rents as the same become due and payable under this Lease. No such re-entry or retaking possession of the Unit by Owner, including but not limited to, retaking of the Unit, by abandonment, voluntary surrender of the Unit by Resident, or the institution of forcible entry and detainer proceedings or other legal proceedings against Resident, shall be construed as an election on the part of Owner to terminate this Lease unless written notice of such intention be given to Resident, or unless determination hereof be decreed by a Court of competent jurisdiction.

16. **Entry.** The following sentences shall be added to paragraph 29 of the Lease entitled "**Entry**":

Owner shall have the right to re-enter the Unit, with 24 hour notice when practical, without notice when not practical. No entry or re-entry by Owner shall constitute an eviction in whole or in part, at any time, nor shall Owner be liable to Resident for any inconvenience or discomfort, and the Rent shall not abate during any period that Owner re-enters. Owner may enter by duplicate key or by breaking a window or other means when necessary or in the event of an emergency.

17. **Construction, Casualty and Environmental Issues.** The following sentence shall be added to paragraph 31(d) of the Lease entitled "**Construction, Casualty and Environmental Issues**":

Owner shall solely and exclusively determine whether the Unit is uninhabitable in Owner's reasonable judgment.

18. **Parking.** The following sentence shall be added to paragraph 32(a) of the Lease entitled "**Parking**":

Owner's Agent Initials _____

Resident's Initials _____



Resident agrees and acknowledges that Owner shall have exclusive right and power to regulate motor vehicles and parking at the Community at any time.

19. **Verbal Representations and Waiver.** The following sentences shall be added to paragraph 37 of the Lease entitled "**Verbal Representations and Waiver**":

Whenever Owner's approval or consent is required, Owner's approval or consent shall not be deemed a continuing approval or consent. Resident's obligation to pay any Rent, fee, damage, or any other amounts shall not be waived, released, or terminated by Owner's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Resident's right of possession.

20. **Cumulative Remedies.** The following paragraph shall be added as paragraph 42 of the Lease and entitled "**Cumulative Remedies**":

Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy now or hereafter existing at law or in equity. The exercise or commencement of the exercise by Owner of any one or more rights provided for in this Lease or at law shall not constitute an election by Owner or preclude the simultaneous or subsequent exercise by Owner of any or all other rights or remedies.

21. **Additional Terms and Conditions.** The following paragraphs shall be added as paragraph 43 of the Lease.

a. **Waterbeds.** Resident shall not place any waterbed or similar water-filled device in or about the Unit without the prior written consent of Owner. Owner shall only consent if any waterbed or similar device is fully lined, and Resident agrees to deposit with Owner proof of adequate insurance, and any other additional damage deposit required by Owner, in Owner's sole and absolute discretion. Resident shall be liable for any and all damage caused by a water-filled device, and shall promptly reimburse Owner for any damages.

b. **Entire Agreement.** This Lease contains the entire Lease between the Owner and Resident and may not be modified in any manner except by an instrument in writing signed by both Resident and Owner. Resident acknowledges that neither Owner nor any of Owner's representatives have made any oral promises or representations not contained herein, and that Owner's onsite representatives (including management personnel, employees, and agents) have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or Leases that impose any duties or obligations on Owner unless in writing. In filling out, processing, and completing this Lease contract some clerical, scrivener', human, computer and/or mathematical errors may occur. In the event of any such errors or mistake, Resident agrees to cooperate with Owner to execute or re-execute any document necessary to correct any such mistake or error upon demand by Owner. If Resident fails to cooperate by executing or re-executing any document, Owner may terminate this Lease upon three days notice to quit.

c. **Fair Housing Accommodations.** Owner is dedicated to honoring Federal and state fair housing laws. Accommodations will be permitted and made in accordance with and as required under such fair housing laws. Prior to the making of any such accommodations, with respect to any modifications, Resident and Owner shall enter into a modification agreement to govern the approval and implementation of such accommodations as well as restoration obligations, if any.

d. **Carbon Monoxide Alarms.** Owner has installed carbon monoxide alarms in the Unit in accordance with the laws of the State of Colorado. Resident agrees that it will comply with the following duties which are imposed by such laws:

- i. Resident shall not remove the batteries (other than to replace them) or in any way render the carbon monoxide alarms inoperable;
- ii. Resident will notify Owner immediately if any carbon monoxide alarm is stolen, removed, found missing, found not operational or if it needs the batteries replaced.

The terms of the Addendum are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____



Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 03/24/2017

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____



DocuSigned by:

Jeff Weaver

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DocuSigned by:

Jaqueline Skates

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Case 3:23-md-03071

Document 337-2

Filed 07/07/23

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**COMMUNITY POLICIES FOR: Camden Belleview Station
(TO BE EXECUTED UPON EXECUTION OF THE RENTAL CONTRACT)**

UNIT:	6515 E. Union Ave #212 Denver, CO 80237
RESIDENT(S):	Jeff Weaver
LEASE DATE:	04/26/2017

We are glad that you chose to make this community your home. Owner's managing agent has the right to make reasonable rules from time to time, which may be needed to enhance the cleanliness and orderliness of the Community, and safety and comfort of the residents. Notice of any policy change will be made in writing and delivered to your door.

These Community Policies shall be considered to be part of the Rental Contract (the "Lease") executed by the Resident(s) signing these Community Policies. A violation of these Community Policies shall be deemed to be a violation of the Lease; in which event, Owner shall be entitled to pursue all rights and remedies as if Resident violated the Lease. Unless otherwise indicated, capitalized terms used in this document shall refer to those terms identified in the Lease. Additionally, the terms "you" and "your" shall also refer to the Resident.

For convenience, the following Community Policies are presented in alphabetical order.

Access Gates/Entry Devices

Each person, not to include minors, listed on page 1 of the Lease will be given an access device and/or parking sticker to use while living here. If an access device is lost, stolen or damaged a \$50.00 fee will be charged for a replacement. If an access device is not returned or is returned damaged when you move-out, there will be a \$50.00 deduction from your security deposit or charge on your final account statement.

Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

Please take the following precautions in using electronic gates:

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Always wait for gate to fully open before entering or exiting gate.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your remote/swipe card/sticker/fob to gain entry.
- Never force the gate open with your car.
- Never play in, on or around the gate.
- Never get out of your vehicle while the gates are opening or closing.
- Always contact Owner's managing agent for assistance when passing through the gates with a boat or trailer. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Never operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- Always contact the Owner's managing agent immediately if you lose your remote/swipe card/sticker/fob.
- Never give your remote/swipe card/sticker/fob to a non-resident.
- Always contact the Owner's managing agent any time your phone number changes. Your new phone number will be entered into the gate system so you can give access to your guests/deliveries from your unit.

Unit and Equipment Care

Inside your unit you have the freedom to decorate by hanging pictures, etc. in accordance with your lease agreement limitations. You are responsible for the care of your appliances and other equipment within your home. The following information outlines your responsibilities in maintaining your unit.

- You may not maintain the unit in an unclean, unkempt or hazardous condition.
- You may not alter the unit or change any partitions, doors or windows, add locks, paint, wallpaper or contact paper or put screws or hooks into the walls or ceilings or mirrored tiles. Please do not glue mirrors, cork, picture hangers or wall décor to the walls.
- Pictures should be hung with small picture hooks.

Owner's Agent Initials _____

Resident's Initials _____



- We allow waterbeds on the first floor only. Proof of liability insurance of at least \$100,000 is required.
- Hot pots and pans, cigarettes or other hot items should not be placed directly on the kitchen counter. Cutting should be done on cutting boards and not on kitchen counters.
- Light bulbs are provided when you move in. Thereafter, it is your responsibility to replace all light bulbs with the same type and wattage.
- Indoor clay pots must have plastic bowls or saucers placed under them.
- Please do not use toilets, drains or other plumbing fixtures and appliances for any purposes other than those for which they are intended. Do not deposit sweepings, rubbish of any kind, disposable diapers, cat litter, aquarium gravel, etc. into toilets.
- Do not empty ashtrays, grease, string, metal objects, bones or any non-food items into garbage disposals. Turn on cold water when using the garbage disposal. It is important to maintain a sufficient flow of water to flush shredded waste through the drains even after the disposal has been turned off.

Barbeque Grills

To comply with fire laws and insurance requirements, the use of barbeque grills of any type, including hibachis and smokers, are not permitted within twenty (20) feet of the building (including a balcony) or overhang. Also, in the event that propane gas burners (LP-gas burners) are allowed in the jurisdiction in which the Community is located, propane gas burners having a propane gas container with a capacity greater than 2.5 pounds may not be stored on balconies or within 10 feet of the building or such longer distance as local law may require. Violators are deemed to be in default of the Lease and may be subject to a fine.

Business Center (If Applicable)

The Business Center is provided for the convenience of all residents. Computers, fax machines, phones and copiers are available for everyone to use.

- Fax Machine—The fax machine is capable of outgoing local faxes only. For long distance faxes, you must use your own calling card number. Please arrange to pick up your incoming faxes as soon as possible.
- Computers—Do not attempt to change permanent, basic set-up of the computers or programs, such as page orientation, font size, etc. All personal files will be deleted on a regular basis to ensure that the computers will continue to have space available for other users. Using the computers in the Business Center to display or gain access to pornography or other offensive material is prohibited. When using programs with sound, be mindful of others in the room and turn off the speakers or use headphones. The speaker's muting button is at the lower left of the monitor. Consumable items, such as printer paper, when exhausted, are available in the office.

If any of the equipment is out of working order report it to the Owner's managing agent immediately. Please leave the room as clean as you found it.

Community Appearance

The community staff works hard to maintain the attractive appearance of this Community. We request that you assist us in the following ways.

- Keep sidewalks, steps, and stairways unobstructed and do not use for any purpose other than those of ingress or egress. Toys and bicycles must not be left in driveways, parking lots, sidewalks, breezeways or in front of stairs.
- Please keep your patios and balconies clean. Balconies and patios are not intended for storage. Other personal items, including, but not limited to, trash, boxes and general clutter, must be stored elsewhere or disposed of properly.
- To keep the overall appearance of the community attractive, please do not hang, display, attach or expose to public view television or radio antennas, signs, advertising, clothes lines, clothing, laundry, mops, brooms, foil, solar screens, masking tape, decal or other foreign material to any building, carport, window, windowsill, fence or any part of the grounds that can be seen from the exterior. No shades, screens, awnings or other projections should be attached to or extended beyond the outside walls, windows, or doors.
- All draperies must have a white backing and installed so that they are not visible from the outside. Colored blinds are not allowed nor colored drapes that are visible on the outside of the unit.

Conduct and Noise

Close proximity to your neighbors dictates certain rules and policies for your comfort and that of your neighbors. You should conduct yourself and require your guests to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the Community. It is your responsibility to supervise and protect all occupants or guests residing with you. In consideration of your neighbors please be particularly quiet after 10:00 p.m. and before 9:00

Owner's Agent Initials _____

Resident's Initials _____



a.m. Owner's managing agent has the right to determine what constitutes disorder, or interference with the rights and comforts of other residents.

For the safety of all persons and out of respect for other residents, please adhere to the following:

- Playing in or around parked cars, driveways, parking lots, decorative landscaping such as flowers and shrubs, trash receptacles, other resident's unit windows or entranceways is not allowed.
- Toys that make disturbing or annoying noises are prohibited outdoors.
- Air guns, slingshots, or B.B. guns may not be used on or around the Community.
- Musical devices should not be played so that they disturb other residents.
- Televisions, stereos or other sound systems should not be heard outside of your unit at any time. Speakers and/or surround sound equipment should be kept away from the walls and the bass kept at such a level as to not disturb your neighbors. Stereos and/or sound systems in vehicles should not be heard from outside of the vehicle.

Deliveries/Unit Access

We do not allow delivery/repair services access to your unit unless you have completed an Authorization to Enter form that is available at the Welcome Center. The Owner or the Owner's managing agent is not responsible for deliveries to residents.

Fire Prevention/Response

Fires can be a serious problem in communities due to the number of families living within each building. Most often started through carelessness with cooking, matches, cigarettes and fireplaces, many fires can be avoided using caution and common sense. Please practice fire safety precautions to prevent fires from starting. Plan an exit strategy and practice fire drills with other family members. You should know at least two escape routes from your unit and your building.

It is your responsibility to replace dead or missing batteries in your smoke detector. Never disable your smoke detector.

In case of fire, call 911 then exit your unit.

Do not rush out the door into the hallway. First feel the door. If it is hot, use another way out. If the door is cool, leave but observe exit corridors carefully. Never attempt to use elevators (if applicable). Always use the stairs.

Remember, a little bit of planning and awareness can make the difference between safety and disaster for everyone.

Keys and Locks

One set of unit keys including a mailbox key, per adult listed on page one of the Lease, is issued when you move in. Our staff will be happy to make duplicate unit keys for an additional fee, unless otherwise prohibited by applicable law. Please notify the Owner's managing agent if your keys are lost or stolen.

If you wish to have your lock changed or rekeyed, please complete a Lock Change Request form that is available at the Welcome Center. All lock changes must be handled by Owner's managing agent and, unless otherwise prohibited by applicable law, there may be a \$50.00 service fee.

If you require a key to your unit after regular business hours you must pay a fee of \$50.00 and proper identification may be required before access is given.

Maintenance Service

If you need service in your unit please submit your request to our office during regular business hours. Non-emergency requests will be completed in a timely manner during business hours, Monday through Friday. Upon completion of the work, we will leave written verification of work performed in your unit.

For **emergency maintenance** during business hours call our office. Our phone number is (303) 771-1212. After business hours, call our answering service at (303) 771-1212. Leave your name, unit number, telephone number and identify the emergency. We will respond as quickly as possible. Maintenance emergencies may include the following:

- No electricity, heat or AC
- Sewer back up or toilet stopped up (if unit has only one toilet)
- No hot or cold water
- Any water leak
- Essential appliance not working
- Any unsecured entry
- Resident locked out of unit
- Malfunctioning controlled access gates

If property or personal safety is at risk, call 911 immediately then notify the office or answering service.

Owner's Agent Initials _____

Resident's Initials _____



Pest Control

We provide pest control at regular intervals. Please report any pest control problems to the office. You may call the office to find out when extermination service will be servicing your building. If you do not allow entry into your unit a \$25.00 fee may be charged.

Solicitation

Door-to-door soliciting is not permitted within the Community unless approved in advance by Owner's managing agent. No signs, advertisements, notices or other lettering should be placed anywhere in the Community. Distribution of notices, leaflets or similar materials or any other form of solicitation is prohibited. Please notify us immediately if you observe solicitors in the Community.

Swimming Pool and Spa

Pools are provided for the enjoyment of all residents. Please help us keep the pools clean and safe by remembering the following:

- Conduct of persons using the pool or spa shall be such that it will not endanger the safety of others. You assume all risk of personal injury to yourself, your family or your guests in the pool or pool area. No lifeguard or other safety personnel will be on duty at the swimming pool or spa at any time unless required by state or local law.
- Posted pool rules are to be followed. Failure to observe swimming pool rules could result in loss of pool privileges.
- Dial 911 for EMS or police emergencies.
- Safety equipment is to be used only in case of an emergency.
- Do not exceed the maximum number of users in the spa. Any pregnant person should not use the spa without medical consultation. Small children should not use the spa. Hot water exposure limitations vary from person to person. Persons should not enter the spa without medical consultation and permission from their doctor if they suffer from heart disease, diabetes, high or low blood pressure or other health problems. Over exposure to hot water may cause nausea, dizziness and fainting.
- Persons under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raises or lowers blood pressure should not use the pool or spa.
- Enter and exit the spa slowly. Keep all breakable objects out of the pool and/or spa areas. Do not use electrical appliances (telephone, radio, tv, etc.) within five feet of the pool or spa. Do not operate the spa during severe weather conditions; (e.g. electrical storms or tornadoes). Do not use or operate the spa if the suction outlet cover is missing, broken or loose.
- Pool gates must be kept latched at all times.
- Guests are limited to two (2) per unit at any one time and must be accompanied by an adult resident at all times.
- Animals (other than support animals for a disabled person) are not permitted in pools or fenced pool areas at any time.
- Glass containers are prohibited.
- Proper swimwear is required in the pools or spa – no cut off shorts or thong type swimwear.
- Radios should be played at a low volume that does not disturb others.

Neither the Owner nor the Owner's managing agent is liable for any injury or accident resulting from violation of any posted or published swimming pool rules.

Trash

For convenience, trash receptacles are located at specific locations throughout the community. Please do not place trash of any kind outside your front door or on your patio/balcony unless valet trash service is offered at your community.

If you do have valet trash service at your community, you must adhere to the following rules:

- Place your tied trash bag into the approved Valet Waste bin outside your front door during the community's designated hours on designated pick-up nights only. You are not allowed to place trash outside your front door at any other time.
- Your trash will be picked up on designated pick-up nights only.
- If you have a plastic Valet Waste container, it must be brought in by 9:00 AM the following day.
- Spillage cleaning inside and around the collection container will be the Resident's responsibility.
- There will be no trash pick-up on holidays.
- The Valet Waste container is the property of the community. Charges will apply if the container is damaged or missing.
- Oversized items are your responsibility to take to the dumpster.
- Failure to adhere to any of these rules will result in a fine.

Parking

Owner's Agent Initials _____

Resident's Initials _____



Please park all vehicles in parking areas provided. Vehicles should be in reasonable operating condition without an excessive amount of rust or hanging or dragging parts. Do not park in fire lanes. Inoperable vehicles, including those with expired license plates, may be towed at the owner's expense.

- **Motorcycles**—Motorcycles or other vehicles may not be parked or stored in courtyards, under stairways, in front of or inside your unit.
- **Boats, Trailers or Recreational Vehicles**—If the Community permits boats, trailers, motor homes or recreational vehicles on the Community, they must be parked only in Owner's managing agent-designated areas. Submit appropriate documentation to obtain written consent from Owner's managing agent.
- **Vehicle Alarms**—Owner's managing agent may tow, at the vehicle owner's or operator's expense (to the extent allowed by applicable law), a vehicle that has an anti-theft alarm or horn that sounds and disturbs other residents. Unless otherwise provide by applicable law, this policy is considered legal notice to the vehicle owner/operator and no further notice is necessary.

Resident's Acknowledgement

By signing below, you acknowledge that you have received a copy of the Community Policies and agree that you are aware of the rules and regulations and are subject to them in their entirety. You also agree to abide by all amendments and additions to said rules and policies after due notice of any such amendments or additions.

The terms of these Community Policies are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 03/24/2017

RESIDENT(S)

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

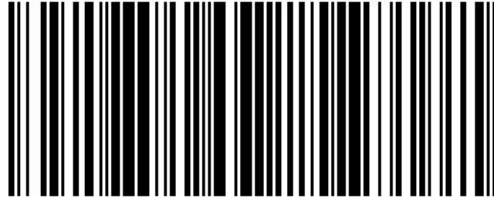
Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____





Document : Camden Inventory and Condition Form
Description : Lease 4/26/2017 to 7/29/2018
Unit : 212

Company : Camden
Property : Camden Bellevue Station
Packet name : New Move In CO - Jeff Weaver
Cover sheet generated date : 3/25/2017

INVENTORY & CONDITION FORM

Unless otherwise provided by applicable law, or the Lease, Resident must complete and return this form to Owner describing and itemizing any damages to the Unit or the furniture, furnishings, equipment or appliances in the Unit, if any, that Resident believes exists within 48 hours of move in. In the event Resident fails to do so, the Unit, along with all furniture, furnishings, equipment or appliances in the Unit, if any, will be deemed to be in an acceptable and good condition and free of any defects or damages.

Community:Camden Belleview Station

Resident(s) Name(s):Jeff Weaver

Address:6515 E. Union Ave #212
Denver, CO 80237

Move In Date:04/26/2017

General	Move In Condition	Move Out Condition (For Office Use Only)
Unit Door	# Keys Given: 2	
Other Access	# Keys Give: 1	
Mailbox	# Keys Given: 2	
Gate Cards/ Remotes/Fobs	# Given: 1	
Valet Trash Container (if applicable)		
Washer/Dryer (if applicable)		
Carport/Garage (if applicable)		
Other Items		
Kitchen		
Range		
Vent Hood Fan		
Microwave		
Dishwasher		
Refrigerator		
Garbage Disposal		
Sink/Faucets		
Cabinets/Pantry/ Drawers/Hardware		
Countertops		
Floor		
Walls/Ceiling/Lighting		
Other		
Dining Room		
Windows/Locks/ Screens/Blinds		
Floor/Carpet		
Walls/Bookshelves/ Ceiling/Lighting		
Other		
Laundry Room		
Doors/Locks		
Floor/Carpet		
Walls/Shelving/ Ceiling/Lighting		
Other		
Living Room		
Windows/Locks/ Screens/Blinds		
Floor/Carpet		
Walls/Bookshelves/ Ceiling/Lighting		
Doors/Locks/Screen		
Fireplace		
Other		

Deck/Sunroom/Patio

Floor		
Windows/Locks/ Screens		
Lighting		
Storage Closet		
Fence/Railings		
Other		

Master Bathroom

Vanity/Linen Closet		
Sink/Faucets		
Toilet		
Shower/Tub/Tile/ Caulking		
Walls/Ceiling/ Lighting		
Doors/Locks		
Floor		
Mirror(s)		
Other		

Bathroom #2

Vanity/Linen Closet		
Sink/Faucets		
Toilet		
Shower/Tub/Tile/ Caulking		
Walls/Ceiling/ Lighting		
Doors/Locks		
Floor		
Mirror(s)		
Other		

Master Bedroom

Windows/Locks/ Screens/Blinds		
Floor/Carpet		
Walls/Bookshelves/ Ceiling/Lighting		
Doors/Locks		
Closet/Shelving		
Other		

Bedroom #2

Windows/Locks/ Screens/Blinds		
Floor/Carpet		
Walls/Bookshelves/ Ceiling/Lighting		
Doors/Locks		
Closet/Shelving		
Other		

Bedroom #3/Den

Windows/Locks/ Screens/Blinds		
Floor/Carpet		
Walls/Bookshelves/ Ceiling/Lighting		
Doors/Locks		
Closet/Shelving		
Other		
Hall Items		

I and/or we, the residents of unit #212 accept the aforementioned Inventory and Condition as a part of the Rental Contract and agree that it is an accurate account of the condition of the Unit at move in for purposes of charges and/or refund of security deposit upon move out and compliance with law.

Resident: _____

Date: _____

Resident: _____

Date: _____

Camden Associate: _____

Date: _____

Date: 03/25/2017

Jeff Weaver
6515 E. Union Ave #212
Denver, CO 80237

FIRE EVACUATION GUIDE FOR RESIDENTS

In a fire, there is no time to stop and think. You need to know in advance at least two escape routes from your apartment and your building. That is why it is critical that you make and practice escape plans.

Make A Plan

- Determine evacuation procedures, and decide on a meeting place outdoors.
- Practice! Rehearse your escape plan. Make sure that your children understand the plan. Do you have senior citizens, infants, disabled or ill occupants who will need help? Plan for these situations now.

If A Fire Occurs:

- **CALL 911 AS SOON AS POSSIBLE**
- Go to the meeting places as you exit the building and stay there. In this way, you can keep track of who is out and who may be trapped inside.
- If you think someone is trapped, tell the fire department. Never go back into the building yourself.
- Do not rush out of your apartment into the hallway. First, feel the door. If it is hot, use another way out. If the door is cool, leave by the nearest exit.
- Do not use the elevators. Use the stairs.
- Close all doors behind you to slow fire spread.
- If your planned escape route becomes smoky, get down on your hands and knees and crawl. Smoke rises, so the cleaner air is near the floor.
- If you cannot escape your apartment, stuff wet towels, sheets and clothes around the door and vents to keep smoke out. Call the fire department and tell them where you are. If no smoke is coming into the room you are in, open a window slightly. Stay low and wave bright cloth, towel or sheet out the window to signal your location.

In case of fire — call 911

Jeff,

We are so excited you chose to make Camden Bellevue Station your new home. We look forward to welcoming you into the Camden family and the opportunity to deliver the best customer service.

At Camden, our promise is to provide "Living Excellence." For your convenience, you may visit www.mycamden.com to pay your rent or submit a service request online. If you ever feel that the service you receive is less than outstanding, please visit us in the office or call us, so we can correct any issues. We would also love to hear any compliments about the great service you experience.

As a Camden resident, you will receive a survey twice a year, with the opportunity to rate your living experience and give feedback about the customer service provided. It is very important to us that our residents give us an outstanding score on every question – we strive for a perfect 10, so please let us know what we can do to achieve this score. While your responses remain confidential, we use this information to improve our communities and services.

Here's a sample of what the survey will look like:

Please rate the following aspects of your apartment community on a scale of 0 to 10, with 10 being "Outstanding" and 0 being "Poor"

*** Interactions with community personnel**

Poor	0	1	2	3	4	Neutral	5	6	7	8	9	Outstanding	10
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

*** Overall community living experience**

Poor	0	1	2	3	4	Neutral	5	6	7	8	9	Outstanding	10
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

We know you have many options and we truly appreciate that you chose to make Camden your home.

Sincerely,

Michael Brown
Western Division Vice President
Camden Property Trust

RESIDENT INFORMATION FORM

Please complete all information and return to the Welcome Center. Each co-resident must complete a separate form.

GENERAL INFORMATION					
First Name:		Last Name:		Middle Initial:	
Gender: <input type="checkbox"/> M or <input type="checkbox"/> F	Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed				
Email:		Cell Phone:	Home Phone:		
EMPLOYMENT					
Employer:		Work Phone:			
Position:		Length of Employment: years months			
Street:					
City:		State:	Zip:		
Employer Industry (Select one):					
<input type="checkbox"/> Banking/Insurance/Legal	<input type="checkbox"/> Construction	<input type="checkbox"/> Education	<input type="checkbox"/> Energy/Utility	<input type="checkbox"/> Finance/Accounting	
<input type="checkbox"/> Government	<input type="checkbox"/> Leisure/Hospitality	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Medical	<input type="checkbox"/> Not Currently Employed	
<input type="checkbox"/> Retail	<input type="checkbox"/> Technology	<input type="checkbox"/> Transportation	<input type="checkbox"/> Other	<input type="checkbox"/> Student	
OTHER OCCUPANTS					
<i>List the names of all persons under the age of 18 who will occupy the apartment.</i>					
First Name	Last Name	Birthdate	Relationship		
VEHICLE INFORMATION					
<i>List all vehicles to be parked by you or other occupants, including cars, trucks, motorcycles, etc.</i>					
Year	Make/Model	Color	License Plate #	State	
PET INFORMATION					
<i>List all pets occupying the apartment.</i>					
<i>Note: If you obtain a pet any time after moving into your apartment home, you must notify the community management and execute a pet addendum.</i>					
Type of Pet	Name	Breed	Weight	Color	Age
EMERGENCY INFORMATION					
<i>Emergency contact person over 18 years of age not living with you. Family member preferred.</i>					
First Name:		Last Name:		Relationship to You:	
Email:		Cell Phone:		Home Phone:	
Street:				Apt. Number:	
City:		State:		Zip:	
In the event of your death or if you are seriously ill, missing, or in jail or penitentiary, you authorize the Owner to:					
(i) grant your emergency contact identified above access to your Unit at a reasonable time and in the presence of the Owner or the Owner's agent;					
(ii) allow your emergency contact identified above to remove any of your property found at the Unit (and any property you may have in any mailbox, garage, storage space or common areas in the Community); and					
(iii) refund your security deposit, less lawful deductions, to your emergency contact identified above.					
If you are seriously ill or injured, you also authorize the Owner to send for an ambulance at your expense; however, you acknowledge that the Owner is not legally obligated to do so.					


Resident Name Printed

Signature

Date

Case 3:23-md-03071 Document 337-2 Filed 07/07/23 Page 42 of 178 PageID #: 2740

Picture ID verified by: _____ Date: _____

EQUAL HOUSING OPPORTUNITY

Date: 05/29/2018

To: Jeff Weaver
6515 E. Union Ave #212
Denver, CO 80237

Dear Jeff Weaver,

Our team at Camden Bellevue Station would like to thank you for continuing your residency.

We would like to remind you to take advantage of MyCamden. com, our resident exclusive website. On this site you can pay your rent, submit service requests, connect with your neighbors, and find contact information for our community. If you utilize recurring payments, be sure to log on to MyCamden. com to update your recurring payment with the new rent amount, lease start and end dates.

As a Camden resident, you will receive a survey twice a year, with the opportunity to rate your living experience and give feedback about the customer service provided. It is very important we give every resident outstanding customer service. While your responses remain confidential, we use this information to improve our communities and services. Please let us know what we can do to provide Living Excellence.

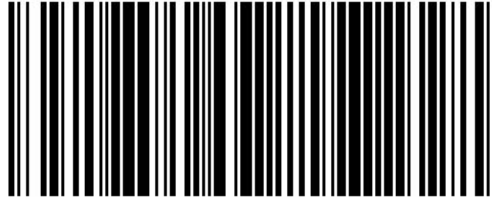
Please complete the information on the following page so we can update our records. It is important to us that we have the most up-to-date and accurate information on file so we can communicate effectively to you. The completed form can be dropped off at our Welcome Center at your convenience.

From time to time, Camden may make amendments to the lease contract; therefore it is important to review and understand your lease contract before signing as some clauses may have changed from your last lease contract. If you have any questions about your lease contract, please contact us.

Again, thank you for making Camden Bellevue Station your home. We appreciate the opportunity to provide you with Living Excellence in the months to come.

Sincerely,

Hayley S Bernstein, Camden Team Representative
Camden Bellevue Station
(303) 771-1212



Document : Camden Master Lease Renewal
Description : Form: Camden Master Lease Renewal
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 5/29/2018

RENTAL CONTRACT FOR THE Camden Belleview Station COMMUNITY

Unit Address (the "Unit") 6515 E. Union Ave #212 Denver, CO 80237 Community address: 6515 E Union Ave Denver, CO 80237-2773		Contract Date 05/29/2018	Contract Term Beginning: 07/30/2018 Ending: 09/01/2019(subject to notice provisions)
Total Monthly Rent \$ 1599.00	Prorated Rent \$ 103.16	Non-Refundable Amenity Fee \$ 0.00	Security Deposit \$ 0.00
Prepared By: Hayley S Bernstein	Cleaning Fee: \$85 Studio/\$95 1 Bedroom/\$115 2 Bedroom (to be paid with Resident's notice of termination at end of Lease term)		
Utilities: The following items are included in the Total Monthly Rent identified above, if checked: <input type="checkbox"/> water <input type="checkbox"/> electricity <input type="checkbox"/> wastewater <input type="checkbox"/> gas <input type="checkbox"/> trash <input checked="" type="checkbox"/> Valet Waste <input type="checkbox"/> homeowners/business association fees <input type="checkbox"/> pest control <input checked="" type="checkbox"/> Technology Package (which may include cable TV, internet and Wi-Fi) Resident agrees to pay for all items not checked above to the extent allowed by applicable law and as provided in this Lease or any other document signed by Resident.			
Additional Items: The following items are included in the Total Monthly Rent identified above: Storage no. S19			
Special Provisions: Additional addenda attached.			

RESIDENT NAME(S):
Jeff WeaverOCCUPANT(S):
Jeff Weaver

Owner's Agent Initials _____

Unless otherwise indicated, capitalized terms used in this document shall refer to those terms identified above.

This Rental Contract (this "Lease", which term shall include this document, the State Addendum attached to this document and all other applicable addenda referred to in this document or executed by the Resident identified herein) is made and entered into on 05/29/2018, by and between Camden Belleview Station (the "Owner"), the owner of the Camden Belleview Station apartment community (the "Community") by and through Camden Development, Inc., as Owner's managing agent only and not as principal, and the Residents identified on page 1 ("Resident", whether one or more) upon the terms and conditions stated herein. If there is more than one Resident, all persons identified on page 1 as Residents are jointly and severally liable for all payments and other obligations under this Lease. This document and the State Addendum should be read carefully. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Delivery of Unit.**

a. **Owner's Delay in Occupancy.** Resident acknowledges that Owner's ability to provide the Unit in a timely fashion will depend upon the availability of the Unit and that, even though the previous resident residing in the Unit may be scheduled to move out, such resident may not move out in a timely fashion. If actual commencement of occupancy of the Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner shall not be liable for damages by reason of such delay, but the Rent will be abated per diem, and pro-rata, during the period of delay. Such delay will not affect any of the other terms of this Lease.

b. **Resident's Delay in Move-In.** If Resident doesn't move in once the Unit is ready, Owner may sue for damages incurred by Owner (including attorneys' fees associated with the collection of such damages including attorneys' fee in any court action in which Owner prevails) and Resident may forfeit any deposits or monies of Resident in possession of Owner.

c. **Move-In Procedures.** All moving vans, trucks or other activity relating to moving into or out of the Community must begin no earlier than 8:00 a.m. and end no later than 9:00 p.m. Resident shall be responsible to Owner for any damages to the Unit or the Community caused by Resident, other occupants or

Owner's Agent Initials _____

Resident's Initials _____

their respective guests or invitees (including movers), whether caused during move-in, during the term of this Lease or during move-out.

d. **Move-In Condition.** An Inventory and Condition Form will be provided to Resident at the time that Resident moves into the Unit. Unless otherwise provided by applicable law, Resident accepts the Unit "as is" and in habitable condition suitable for residential purposes. Resident agrees that unless otherwise prohibited by applicable law, in the event Resident does not notify Owner within 48 hours after Resident begins occupancy of the Unit of any problems with the Unit or furniture, furnishings, equipment or appliances, if any, the Unit and all furniture, furnishings, equipment or appliances, if any, contained in the Unit will be deemed to be acceptable and in good condition. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND SUBJECT TO THE PROVISIONS OF THIS LEASE, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, IN THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

e. **Elevators.** Resident acknowledges that, if the Community has elevators, such elevators are mechanical devices that can malfunction or be rendered inoperative at any time and that the Owner is not responsible for the failure of elevator service should the elevator cease to function. To the extent allowed by law, Resident shall not be entitled to any diminution in value due to elevator malfunction or the elevator's failure to operate.

2. **Term.** Subject to the provisions of this Lease, the initial term of this Lease shall commence on the Beginning date identified on page 1 and end on the Ending date identified on page 1. Provided, however, unless prohibited by applicable law, a 60 day written notice is required by either party to terminate this Lease at its stated expiration date. To the extent allowed by applicable law, if notice of termination is not given at least 60 days prior to the stated expiration date, this Lease will automatically renew on a month-to-month basis until either party gives at least 30 days prior written notice to the other; in which case, this Lease shall terminate 30 days from the date indicated in the notice or such later date designated in the notice (whether or not the 30th day falls at the end of the month; if the termination date is not at the end of the month, Monthly Rent shall be prorated accordingly).

3. **Rent and Charges.**

a. **Rent and Other Charges.**

- i. **Initial Charges:** Unless otherwise instructed in writing by Owner, upon the execution of this Lease, Resident shall pay, in the amount identified on page 1 of this Lease, the Non-Refundable Amenity Fee, and prorated rent covering the period through the first date that the Monthly Rent is to be paid.
- ii. **Monthly Charges:** Beginning with the first day of the next calendar month after the period covered by the Prorated Rent and continuing throughout the term of this Lease, Resident shall pay the Monthly Rent identified on page 1 each month in advance and without any demand, deduction or offset whatsoever on or before the first day of each month with no grace period. In addition to the Monthly Rent, to the extent allowed by applicable law, resident shall pay the fees identified in the State Addendum to this Lease. All monthly charges shall be paid as follows (check as applicable):

- ☒ online through the Owner's portal at www.mycamden.com.
☐ mailed to Owner at .
☒ delivered to Owner at the on-site manager's office.

Resident acknowledges that the Monthly Rent does not include any separately billed fees.

- iii. **Applicable to all payments:** Resident shall not pay Rent or any other charges with cash. To the extent allowed by law, Owner shall have the right at any time with notice to Resident to change the method of payment accepted by Owner. Unless otherwise approved by Owner in writing, partial payment of Rent is not acceptable at any time. All payments must be made in full to include all amounts due. Post-dated or third-party checks will not be accepted. Payments made to the office will not be held at the request of anyone. All payments made to the office will be directly deposited. Unless otherwise provided by applicable law, Resident's obligation to pay Rent and other charges is an independent covenant and not conditional upon the performance by Owner of Owner's responsibilities under this Lease. Resident shall not be released from obligations under this Lease as a result of notations on checks. Owner's acceptance of checks with restrictive notations shall not, in any way, constitute a waiver by Owner of any right to require Resident's full compliance with this Lease. If multiple checks are tendered and one check is returned non-

Owner's Agent Initials _____

Resident's Initials _____

sufficient funds or if for any reason, the total amount due is not paid, Resident shall be in default of this Lease and Owner shall be entitled to pursue any remedies.

b. Late Payments and NSF Fees. Unless Owner provides otherwise in writing, in the event Resident tenders two or more forms of payment (i.e. check or ACH payments) returned for insufficient funds, Resident shall not be allowed to make future rent payments online and shall be required to: (i) pay all rent for the remainder of the Lease term by money order (which shall be a paper money order or, if available, an electronic money order), cashier's check or certified funds; or (ii) enroll in a direct deposit program established by Owner. To the extent allowed by law, the acceptance by Owner of any payments made after a notice to vacate or similar notice to begin the eviction process shall not waive Owner's right to continue with the eviction process. Resident shall pay a charge in the amount permitted by applicable law for each returned form of payment (i.e. check or ACH payment) plus applicable initial and daily late charges until Owner receives acceptable payment. (See attached State Addendum for additional provisions).

c. Application of Payments; Acceptance of Late Payments. To the extent allowed by applicable law, all payments due under this Lease (including late fees, NSF fees, attorneys' fees, damages, eviction fees, utility fees and other fees and charges) will be considered as additional rent (such additional rent, together with the Monthly Rent and Prorated Rent shall sometimes be collectively referred to as "Rent") and Owner shall be entitled to pursue any remedies associated with Resident's failure to pay Monthly Rent. Resident agrees that unless otherwise required by applicable law, all payments made will be applied first to fees and charges other than Monthly Rent (late fees, NSF fees, attorneys' fees, damages, eviction fees, utility fees and other fees and charges), then to past due Monthly Rent and then to current Monthly Rent. Additionally, notwithstanding anything contained in this section relating to the acceptance of late fees, NSF charges or any other delinquent payments, in the event that Resident fails to pay Monthly Rent on or before the first day of any month, Resident shall be deemed in default of this Lease. Owner shall then be entitled to pursue any rights or remedies against Resident pursuant to this Lease or applicable law.

4. Rent Increases and Lease Changes. Owner shall have the right to modify any of the terms of this Lease including the amount of Rent or other charges due and payable by Resident, to be effective at the expiration of the Lease term by providing Resident with at least 65 days' notice of such modification or, to be effective as of the expiration of any month-to-month renewal period by providing Resident with at least 35 days' notice of such modification. Resident shall be obligated to comply with the Lease modification from and after the date when the Lease term or renewal period ends as if such modification were incorporated directly into this Lease, as signed by Resident. Resident acknowledges that such lease modification may include, but is not necessarily limited to, increasing the rent by assessing a month-to-month fee to be paid by Resident in addition to Resident's Monthly Rent amount.

5. Security Deposit.

a. Security Deposit. Resident agrees to deposit the amount identified on page 1 with Owner as security for the performance of this Lease by Resident. Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit or to furniture, furnishings, equipment or appliances, if any, in the Unit, Resident agrees, after notice, to deposit such additional amount as may be required to restore the Security Deposit to the original amount. Resident shall have no right to use the Security Deposit as the last month's rent. When the Unit is vacated and Resident has turned in all keys given to Resident with respect to Resident's occupancy of the Unit and residency in the Community and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any reasonable charges for cleaning and damages to the Unit (beyond reasonable wear and tear) and after deduction of any other monies owed (including Rent, late charges, fees associated with lost gate openers and keys, etc.). PROVIDED, HOWEVER, AS A CONDITION FOR REFUNDING THE SECURITY DEPOSIT, RESIDENT MUST GIVE WRITTEN NOTICE TO OWNER ON OWNER'S FORM AT LEAST SIXTY (60) DAYS PRIOR TO MOVING FROM THE UNIT AND FULFILL ALL OTHER PROVISIONS OF THIS LEASE INCLUDING THE COVENANT TO OCCUPY THE UNIT AND PAY RENT FOR THE FULL TERM OF THIS LEASE.

b. Additional Security Deposit. The Security Deposit amount listed on page 1 does not include an additional deposit for pets. In the event that Resident desires to have a pet in the Unit and pets are allowed on Owner's Community, Resident shall sign a separate pet agreement and pay the appropriate additional security deposit. In the event that a deposit is paid, such deposit shall be added to the Security Deposit, if any, previously paid by Resident for all purposes under this Lease.

6. Cancellation Option. As long as Resident is not in default of this Lease either at the time Resident desires to cancel this Lease or when this Lease will be terminated, Resident shall have the option of canceling this Lease by complying with all of the following procedures:

a. At least 60 days prior to the date Resident desires to terminate this Lease, Resident shall provide written notice to Owner, stating Resident's desire to exercise Resident's cancellation option and the date of proposed termination (the "Termination Date");

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b. Contemporaneous with Resident providing notice of termination as provided in subparagraph (a) above, Resident shall: (i) execute a Cancellation of Lease Agreement (the "Cancellation Agreement") on Owner's form and submit the Cancellation Agreement to Owner; and (ii) deliver to Owner a payment, by cashier's check or money order (which shall be a paper money order or, if available, an electronic money order), which shall be the sum of: (A) Rent due under this Lease through the Termination Date; (B) a cancellation fee equal to the Total Monthly Rent identified on page 1 of this Lease; and (C) repayment of concession fees or rental concessions, if any (free or reduced Rent provided at the commencement of or during this Lease) unless Resident has occupied 6515 E. Union Ave #212 for the full initial term of this Lease (items (B) and (C) above shall be collectively referred to as the "Cancellation Payment"); and

c. Resident shall vacate the Unit on or before the Termination Date.

Resident acknowledges that: (i) the Cancellation Payment is a buy-out fee which contemplates the various risks of the parties with respect to the early termination of this Lease; (ii) this cancellation option may be exercised by Resident, in Resident's sole discretion; and (iii) if Resident vacates the Unit prior to the expiration of this Lease without complying with all requirements to exercise Resident's cancellation option, Owner shall have the right to declare Resident in default of the Lease and be entitled to collect from Resident all appropriate damages as authorized by this Lease and applicable law. Notwithstanding the foregoing, in the event that Resident is in default of this Lease after Resident has executed the Cancellation Agreement, Owner shall have the right, but not the obligation, to declare the Cancellation Agreement null and void and retain the Cancellation Payment as an additional Security Deposit, subject to the terms of this Lease and applicable law.

7. **Military Release.** Except under this provision or paragraph 6 above, or unless required by applicable law, Resident will not be released from this Lease on grounds of voluntary or involuntary business transfer, marriage, divorce, separation, loss of co-residents, or any other reason. If Resident enters military service during the term of this Lease or Resident, while in military service, executes this Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Resident shall be entitled to terminate this Lease in accordance with the Servicemembers Civil Relief Act (the "SCRA"). A qualifying resident under the SCRA must furnish Owner with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order. Oral notice is not sufficient. Any termination under this provision shall become effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. A co-resident that is not a dependent pursuant to the SCRA (which includes the servicemember's spouse) cannot terminate this Lease under this provision. Resident shall be responsible for Rent and all charges (including damages to the Unit) through the effective termination date.

8. **Move-Out Procedure and Rules.**

a. **Notice and Cleaning Fee.** Prior to moving out, except for moving out after Resident's default or after Owner provides Resident with notice of termination, Resident must give Owner proper notice of termination in accordance with paragraph 2 of this Lease. Resident agrees that the Cleaning Fee identified on page 1 of this Lease shall be owed as additional rent as of the date Resident signs this Lease, but shall be paid by Resident at any time on or before the earlier of: (i) the date on which Resident gives Owner Resident's notice of termination; (ii) within 5 days after the date on which Owner gives Resident a notice of termination; (iii) the date on which Resident moves out of the Unit; or (iv) within 5 days after the date on which Resident is asked to move out by Owner due to Resident's default of this Lease. Resident acknowledges that the Cleaning Fee is: (i) intended to assist Owner in covering the cost and expenses associated with making the Unit ready for the next resident; (ii) non-refundable; (iii) a separate charge due and owing under this Lease and is not intended to secure performance under this Lease; (iv) an amount that would be included in the Monthly Rent if it was not separately assessed and paid; (v) in partial consideration for Owner agreeing to enter into this Lease; and (vi) a charge for which the Resident is legally liable under this Lease. Owner shall have the right, but not the obligation, to declare Resident to be in default of this Lease or apply all future payments made by Resident (including the Monthly Rent payment) to the unpaid Cleaning Fee, thereby leaving a delinquency in the other payments (including the Monthly Rent).

b. **Condition of Unit upon move out.** At the expiration of this Lease or renewal period, Resident and all Occupants shall: (i) vacate the Unit; and (ii) leave the Unit in a good and rentable condition, normal wear and tear excepted; Resident shall remain responsible for removing all personal items including, but not limited to, furniture, clothing, trash and food items. Any personal items left in or about the Unit may subject Resident to additional costs to dispose of such items. Resident shall be responsible to Owner for any damage to the Unit caused by Resident, other occupants or their respective guests or invitees (including movers), including costs associated with deodorizing the Unit necessitated by excessive odor due to smoking, cooking

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or other causes. If Resident displaces a new resident who was scheduled to move into the Unit by not moving out on or before Resident's scheduled move-out date, Resident will be responsible for alternate housing and other costs of the displaced resident.

c. Holdover. At the expiration of this Lease, Resident shall: (i) return all keys, gate openers and remotes to the office or Rent will continue to be charged; and (ii) pay any outstanding charges or delinquent Rent. In the event that Resident fails to deliver all keys or in the event that Resident, Occupants, guests or invitees fail to fully vacate the Unit on or before Resident's termination date, in addition to any other rights or remedies Owner may have under this Lease or applicable law, Resident may, at Owner's option, be charged holdover rent and other charges to the fullest extent allowed by applicable law.

d. Abandonment. If Resident and all Occupants are absent from the Unit for five (5) consecutive days, during the term of this Lease or any renewal or extension period, while all or any portion of the Rent is delinquent, the Unit (and any garage or storage space leased by Resident) shall be deemed abandoned. Personal property of the Resident in the Unit (or in any garage or storage space leased by Resident) deemed abandoned shall be considered abandoned personal property. In the event Resident abandons the Unit or leaves the Unit after receiving a notice to vacate or being judicially evicted, Owner shall be entitled to dispose or sell, at Owner's discretion, any personal property remaining in the Unit (or in any garage or storage space leased by Resident) in any manner not in conflict with applicable law. Additionally, to the extent allowed by applicable law, the Unit shall be deemed abandoned 5 days after the death of Resident, if Resident lives alone in the Unit, whether or not all or any portion of the Rent is delinquent.

9. Transferring to Another Unit. In order to qualify to transfer to another unit in the Community or to another Camden community, Resident must: (i) be in compliance with this Lease; (ii) no later than 60 days prior to the date on which Resident desires to transfer, sign a Transfer Request Agreement; and (iii) have occupied the Unit at least 90 days prior to the transfer date. Owner reserves the right to require Resident to pay a new application fee, a new pet fee, a new pet or security deposit, administrative fee and otherwise re-qualify. If Resident's current Lease term is not fulfilled, Owner reserves the right to assess a transfer fee in the amount of 50% of the total monthly rent identified on page 1 and all financial concessions/specials may be required to be repaid to Owner in advance, if allowed by applicable law. Resident's new lease will begin on the day Resident transfers to Resident's new unit. No transfer shall be permitted unless a replacement unit is available. If Resident owes Rent or other charges with regard to the Unit, such Rent and other charges shall be deemed additional Rent immediately due from and payable by Resident to Owner under Resident's new Rental Contract. Any payments received by Owner following the transfer date shall be first applied to amounts Resident owes with regard to the Unit and then to obligations Resident owes with regard to Resident's new unit. In the event Resident transfers, to the extent allowed by applicable law, Resident's relocation to the new unit shall constitute a release of any claims Resident had or may have had as of the transfer date against Owner, Camden Development, Inc. as well as their respective owners, affiliates, shareholders, partners, officers, directors, agents, employees, successors and assigns related to, arising out of or in any way connected to this Lease, the Unit, the previous acts or omissions of Owner or Owner's managing agent or contractors or the use and occupancy of the Unit or common areas of the Community by Resident occupants or guests.

10. Occupants. The Unit may be occupied by Resident and the Occupants specified on page 1 only. No other persons shall be authorized to occupy the Unit for a period exceeding 3 consecutive days and no more than 6 days in any one 30 day period without the prior written authorization of the Owner.

11. Assignment and Subletting.

a. Prohibited without written consent. Resident shall not assign, sublet, license or in any way convey, or offer or advertise the assignment, sublet, license or other conveyance of, all or any portion of this Lease, the Unit or Resident's right to occupy the Unit to anyone without the Owner's prior written consent. This includes, but is not limited to: (i) assigning, subletting, licensing or in any way conveying, or advertising for assignment, sublet, license or other conveyance of the Unit, or any portion of the Unit, on a short term basis (for a period of less than 30 days) or on a long term basis (for a period of 30 or more days); or (ii) advertising the Unit, or a portion thereof, for assignment, sublet, license or other conveyance on any forum whatsoever including, but not limited to, word of mouth, print, electronic mail or the internet (including any social media or locator sites such as Airbnb, Craig's List, Expedia, Hotels.com or any other similar sites), regardless of whether the purpose of such advertisement is for short term or long term rental or to transient occupants. Resident agrees that the prohibition against assignment, subletting, licensing or any other conveyance includes a prohibition against Resident from accepting, or offering to accept, any type of compensation or consideration in exchange for providing a person occupancy. In the event Resident violates this provision, the Owner shall be entitled to pursue any rights or remedies under this Lease or applicable law including, but not limited to, terminating Resident's right to possession of the Unit and seek recovery of all damages due under the Lease and any other damages the Owner may sustain as a result of Resident's conduct (including, but not limited to, any fines or fees assessed against the Owner by any federal, state or

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local authority, loss in business revenue or any other damages). Resident hereby agrees to indemnify and hold the Owner and related parties harmless from all fines, fees or losses.

b. Requesting written consent. In order to request assignment or subletting, Resident must submit such request in writing on Owner's form and no assignment or subletting will be approved unless: (i) the new resident and a guarantor, if applicable, sign and submit the appropriate application documents; (ii) the new resident and the guarantor, if applicable, are approved by Owner; and (iii) the Owner and the remaining resident, the new resident, the departing resident and any guarantor, if applicable, sign the appropriate Amendment to Rental Contract and guaranty document (if applicable). Unless the Owner agrees otherwise in writing, the Security Deposit will automatically transfer to secure the performance of the replacement and remaining residents under the Lease governing their occupancy of the Unit. The departing resident will no longer have a right to occupy the Unit or to receive a Security Deposit refund, but will remain liable for the remainder of the original Lease term unless the Owner has agreed otherwise in writing, even if a new Lease is signed.

12. **Utilities and Services.**

a. Generally. Resident shall pay, in accordance with a monthly bill to Resident, certain fees, assessments and charges relating to utilities or other services not identified on page 1 as being included in the Monthly Rent. Resident acknowledges that the monthly bill for such fees, assessments and charges will include various items agreed to be paid by Resident pursuant to this Lease and the State Addendum including, but not necessarily limited to, water and sewer service, trash service, recycling service, gas and electricity service and stormwater, drainage and other governmental or quasi-governmental fees and assessments assessed against the Community. Additionally, Resident agrees to pay a monthly service fee or administrative billing fee, if identified in the State Addendum. Resident shall not allow any utilities to be disconnected until the earlier of the termination of Resident's right to possession or the expiration of the term of this Lease (including any month-to-month renewal). Resident shall promptly advise Owner if Resident receives notice from any applicable authority that any of the utilities are to be disconnected. All utilities and services shall be used for ordinary household purposes only.

b. Electricity and Gas. To the fullest extent allowed by applicable law, in the event that Resident is required to pay for electricity or gas service and the electricity or gas service is either not placed in Resident's name or has been switched from Resident's name, Resident shall pay to Owner all electricity and gas service which should have been paid for by Resident plus a fee of \$50. Resident agrees that the fee is a liquidated amount covering Owner's time, costs and expenses associated with Resident's failure to pay for electricity or gas service when Resident is obligated to do so and that the amount of such fee is uncertain and difficult to ascertain. Resident acknowledges that, notwithstanding Resident's payment to Owner for utility service not connected in Resident's name or payment of the fee, Resident's failure to place electricity or gas service in Resident's name or allow electricity or gas service to be switched from Resident's name, constitutes a default by Resident of this Lease and will entitle Owner to all remedies. Resident agrees that Owner's acceptance of payment for electricity or gas service or the fee shall not waive or relinquish any rights or remedies Owner has to declare a default of this Lease as a result of Resident's violation of this provision including, to the extent allowed by applicable law, terminating Resident's right to possession of the Unit. To the extent allowed by law, Resident hereby agrees that Owner may select the electricity service provider for the Community including the Unit. Accordingly, Resident acknowledges that electricity to the Unit will be connected in Resident's name with an electricity provider chosen by Owner, unless Resident gives Owner written notice of Resident's intent to switch providers. In the event Resident chooses to switch providers, Resident shall: (1) provide advance written notice to Owner; and (2) pay all switching fees including, to the extent allowed by law, fees to switch back to Owner's provider when Resident vacates the Unit. Resident agrees to execute such documents as may be necessary to authorize Owner to select the electricity service provider for the Community including the Unit, upon request, but not later than 10 days after such request is made.

c. Technology Package. Resident acknowledges that the Technology Package includes a number of amenities designed to enhance Resident's living experience in the Community. The Technology Package may include digital adapters, cable TV, internet, and WiFi. If the Technology Package box is checked on page 1 of this Lease, the Technology Package amenities offered by the Community are included in the Monthly Rent. If the Technology Package box is not checked on page 1 of this Lease, and the Community offers one or more of the Technology Package services, Resident shall be allowed to use such amenities in accordance with a separate addendum for the applicable fee.

i. Activation Charge. Whether the Technology Package is offered as part of the Monthly Rent or for a separate fee, Resident agrees to pay an activation charge not to exceed \$50. This activation charge will be a one-time fee due upon move in to cover the Owner's administrative costs with respect to having third party communication providers deliver technology-related services in the Unit and the Community.

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- ii. **Adding or Subtracting Technology Package.** In the event Technology Package amenities are not included in the Monthly Rent, Owner shall have the right during the term of this Lease to add such amenities as part of Resident's Monthly Rent by providing Resident with at least 30 days written notice and requiring that Resident pay an additional fee as part of the Monthly Rent. In the event Owner requires Resident to pay an additional fee for the Technology Package amenities, the Monthly Rent shall be increased by the amount indicated in Owner's notice. In the event that Owner's costs of providing the Technology Package amenities (including costs directly paid to communications providers or any indirect costs of the Owner associated with administering the amenities) to Resident increase, Owner shall have the right to increase the Monthly Rent by the amount of such increased costs (not to exceed \$5.00 per month) by providing Resident with at least 30 days' prior written notice. In the event of such notice, the increased Monthly Rent will commence on the first day of the month after the expiration of 30 days from the date of Owner's notice. In the event that any Technology Package amenity is provided as part of the Monthly Rent identified on page 1 of this Lease, Resident acknowledges that to the extent allowed by applicable law, the Owner may discontinue such amenity by providing Resident at least 30 days prior written notice of such discontinuation in service. In the event Owner provides such notice to Resident, Resident acknowledges that Resident's ability to receive the applicable amenity after Owner's termination date will be at Resident's sole option and expense by contacting the applicable service provider.
 - iii. **Technology Providers.** Resident also acknowledges that the communications providers supplying the Technology Package amenities are independent contractors, that the communications providers are responsible for all repairs or service, and that the Owner makes no representations or warranties with respect to any service, repair or warranty of any communications provider.
 - iv. **Wireless Hi-Speed Internet.** In the event that wireless hi-speed internet access service is provided to the Unit, Resident agrees to comply with all rules applicable to access and use of wireless hi-speed internet including complying with all local, state, federal and international laws and regulations which may apply to such access or use. Resident also agrees that neither the Owner nor the Owner's managing agents are responsible for security, viruses, controlling spam, malfunctions or interruption of internet service to the Unit or the Community. To the extent allowed by applicable law, Resident holds the Owner and its managing agents harmless from any and all claims relating to internet activity, malfunctions or interruption of service.
 - v. **Technology Equipment.** In the event that any wiring, cable, internet or technology-related equipment is provided in the Unit or in connection with the Technology Package Program, Resident agrees to maintain such wiring, cable or equipment in good condition and leave such wiring, cable or equipment in the Unit following Resident's occupancy. In the event that such wiring, cable or equipment is provided and either lost, stolen, damaged or otherwise not left in the Unit in good condition at the end of Resident's occupancy of the Unit, Resident shall pay the cost to repair or replace, as the case may be, such wiring, cable or equipment. In the event that wiring, cable or equipment is provided to Resident, Resident shall be responsible for returning such wiring, cable or equipment to the provider in accordance with the provider's instructions. In the event wiring, cable or equipment is not provided to Resident either in the Unit or in connection with the Technology Package Program, Resident acknowledges that it is Resident's responsibility to obtain any wiring, cable or equipment necessary to receive the Technology Package.
- d. **Valet Waste.** In the event Valet Waste is included in Monthly Rent identified on page 1 of this Lease, Resident shall comply with all applicable rules established by Owner regarding the Valet Waste Service. Resident acknowledges that, to the extent allowed by applicable law, the Owner may discontinue Valet Waste service by providing Resident at least 30 days' prior written notice of such discontinuation in service; in which case, the Monthly Rent will be reduced by the cost of Valet Waste to Owner as identified in the Owner's notice effective as of the first day of the calendar month following 30 days from the date of Owner's notice. Additionally, in the event Valet Waste costs (including costs paid by Owner for the trash disposal statement and any indirect costs by Owner associated with providing valet waste service) increases, Owner shall have the right to increase the Monthly Rent by the amount of such increased costs (not to exceed \$5.00 per month) by providing Resident at least 30 days' prior written notice. In the event of such notice, the increased Monthly Rent will commence on the first day of the calendar month after the expiration of 30 days from the date of Owner's notice.
- e. **Vendors.** Resident acknowledges that, from time to time, the Owner may distribute marketing materials from various vendors that have made arrangements with the Owner to provide services to residents of the Community. Resident acknowledges that, notwithstanding Resident's use of such vendors or

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any other vendors, Owner makes no representations or warranties that the communities infrastructure (including cabling or wiring for internet or other computer related services) are compatible with or failsafe when used with any particular vendor's services. Resident acknowledges that vendors serving residents generally in the Community are not affiliated with, not sponsored by or related to Owner unless Owner expressly advises Resident otherwise in writing and that Resident will not hold Owner responsible for the acts or omissions or services provided by such vendors. Resident represents that Resident will conduct Resident's own inquiry and due diligence with respect to retaining such vendors and releases the Owner from any and all liability, responsibility or claims of any nature whatsoever with respect to any services provided by any such vendors.

f. See State Addendum for additional provisions.

13. **Pets.** Pets are not permitted in the Unit or the Community unless approved in writing by the Owner. The Owner will authorize an assistance animal for a disabled person in accordance with applicable provisions of fair housing laws, rules and regulations. In the event that a pet is allowed in the Community, Resident acknowledges that Resident must sign a pet addendum thereby agreeing to adhere to Owner's pet regulations, including any applicable breed or pet-type restrictions or pet weight limit, pay an additional security deposit, pay a nonrefundable pet fee and pay any applicable additional Rent required by Owner due to the presence of Resident's pet. In the event an additional security deposit is paid, Resident acknowledges that this additional deposit will become part of the general Security Deposit and may, to the extent permitted by applicable law, be used as security for Resident's payment of Rent and other charges due under this Lease whether or not the charges are related to Resident's pet. Resident acknowledges that pets, if any, allowed in the Community must be kept on a leash at all times when in the common areas and that Resident is responsible for cleaning up after Resident's pet. In the event that Resident violates any restrictions or policies regarding pets, Resident will be deemed to be in default of this Lease, in which case, Owner shall be entitled to pursue any and all rights and remedies it has against Resident. Owner's rights shall include the right to require Resident to immediately remove any unauthorized pet or sign a pet addendum and pay the appropriate deposits and fees. Resident shall be responsible for paying a fee of up to \$500 per violation in the event that Resident fails to comply with these rules. Additionally, the Owner may call the appropriate authorities and have the pet removed if: (i) there is an unauthorized pet in the Unit; (ii) the pet is left in the Unit for an extended period of time without being properly supervised; (iii) the pet has been abandoned; (iv) Resident has failed to care for a sick pet; or (v) the pet has been left unattended in the Community.
14. **Keys.** Upon the execution of this Lease, Resident acknowledges that Resident has been provided with the keys identified on the Inventory and Condition Form. Resident agrees that the Owner's managing agent is entitled to have a key to the Unit. If a lock change is requested by Resident, such request must be in writing and Resident may be subject to a lock change fee.
15. **Permitted Use.** Resident and all Occupants as listed on this Lease shall occupy the Unit during the term of this Lease and use the Unit solely for residential purposes. Resident shall not permit the Unit to be used for any other purpose.
16. **Security.**
 - a. Security-related mechanisms in the Community. Resident recognizes that no security devices or measures on the property are fail-safe or designed to provide Resident, Occupants of the Unit or their respective guests with personal security of any type whatsoever. In the event the Community offers an intrusion alarm, Resident acknowledges that Resident has been given separate instructions on the proper operation of the alarm, that any alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Any charges resulting from the use of the alarm will be charged to Resident, including but not limited, to any false alarms with police, fire or ambulance response or other required governmental charges. In the event that Owner has engaged the services of a patrol service or patrol personnel, Resident acknowledges that any such patrol will not be equipped to provide personal security to Resident, Occupants of the Unit or their respective guests and will only serve as additional eyes and ears for the Owner's managing agent. In the event that the Community is equipped with simplex locks to the fitness center, laundry rooms, pool or other areas, Resident understands that pass codes are for Resident's use only and that Resident must accompany all guests. In the event the Community has cameras in the common areas, Resident acknowledges that: (i) the cameras may malfunction or be rendered inoperative; (ii) there is no guarantee or warranty that the cameras will function on a 24 hour basis or that images from the cameras will record or be stored or preserved; and (iii) Owner shall have no obligations to provide any images or recordings from the camera unless the release is properly requested by law enforcement personnel. Resident acknowledges that Owner is not and shall not become liable to resident, Occupants of the Unit or their respective guests for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of any security-related mechanisms in the Community including, but not necessarily limited to, intrusion alarms, patrol personnel, access gates or locks to common area facilities available to Resident. Owner reserves the right

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to, at any time, increase, decrease, eliminate, or add any security-related measures or mechanisms or access controlled devices or systems as it deems appropriate in its sole and absolute discretion.

b. Access Control System. Owner shall have the right but not the obligation to install or contract for the installation or provision of an Access Control System for the Community. Access Control System shall mean any surveillance, monitoring or other system intended to control access. By way of example, and not by limitation, this term may include electronic entrance gates, a manned or unmanned gatehouse, a roving attendant or a combination thereof.

c. Residents' Responsibility. Resident acknowledges that Owner does not represent or warrant that any security related mechanism: (i) will not be compromised, circumvented or malfunction; (ii) will prevent loss by fire, smoke, burglary, theft, holdup, or other criminal conduct; or (iii) will provide the detection which the system is designed or intended. Owner shall not be liable to the resident and occupants of any unit, their guests or invitees, as applicable, for any loss that may occur by reason of the criminal acts of others including, but not limited to, break-ins, burglaries or acts of vandalism. Each resident is responsible for protecting and insuring themselves in connection with such acts or incidents. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PROVISION OF ANY SECURITY RELATED MECHANISM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OR LEVEL OF SECURITY WITHIN THE COMMUNITY. OWNER DOES NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY SECURITY RELATED MECHANISM OR THAT ANY SUCH MECHANISM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MECHANISM IS DESIGNED TO MONITOR SUCH OCCURRENCES.

d. Patios and Balconies. Resident acknowledges that Resident and all guests of Resident shall comply with all Community Policies with respect to the use and occupancy of patios and balconies. Resident further acknowledges that Resident will be responsible for assuring that: (i) the patio or balcony is not overcrowded; (i) no items will be placed on the patios or balconies that cause an excessive amount of weight on the patios or balconies; (iii) no items will be placed on the patios or balconies that could blow or fall off of the balcony or patio; and (iv) no items will be placed on or over the balcony or patio railings.

17. Lakes. Resident acknowledges that the Community's lakes, if any, are for aesthetic purposes only. Swimming and boating are not allowed in lakes and waterways by Resident, Occupants of the Unit or guests. Fishing, if permitted at all, is on a "catch and release" basis only. Resident shall not use or permit any guests or Occupants to use the lakes for swimming, bathing, boating or any other recreational activity. Resident acknowledges that the lakes can be deep in places and that there are no fences around or lifeguards at the lakes and that the use of the lakes for any other reason by Resident or any guests or Occupants is strictly prohibited. Resident further agrees that Owner is not liable to Resident, Resident's guests or any other occupants for personal injury or damage or loss resulting from the use of the lakes by Resident or Resident's guests or Occupants. Resident must take whatever steps necessary to assure compliance with this provision by you as well as Resident's guests and Occupants who reside in the Unit. Resident agrees to comply with any and all signs and rules and regulations which Owner may, from time to time, adopt with respect to the lakes and to assure such compliance by Occupants and guests.

18. Wild Animal Hazards. Resident acknowledges that Resident is aware that the Community contains or is located adjacent to certain undeveloped property which may contain or harbor wild animals, snakes or insects. Do not feed these animals. Resident is aware that wild animals present certain inherent and substantial hazards to persons and property. Despite these hazards, Resident has chosen to rent the Unit and hereby fully assumes the risk of these hazards. Owner and Owner's respective agents and employees shall not be liable for any injuries, claims, deaths, damages, or losses to persons or property (including but not limited to pets or vehicles of Resident and Occupants and their respective guests and invitees) in any way caused by or related to wild animals which either reside within the Community or travel through the Community. To this end, it is expressly understood and agreed by the parties that Owner and Owner's representatives are not insurers and that insurance covering personal injury and property loss or damage occurring on, in or near the Unit shall be obtained by Resident to cover any injury, claim, death, damage or loss to Resident, or Resident's guests or invitees may incur or suffer. It is further understood and agreed by the parties that the Rent being charged Resident is not sufficient to guarantee that no loss, damage or injury will occur.

19. Insurance.

a. Insurance Requirements. Owner requires that Resident maintain, at Resident's sole expense, renter's insurance during the term of this Lease and any subsequent renewal periods to help protect Resident, Resident's property and Owner's property. Resident agrees to provide Owner with proof of all required insurance issued by a licensed insurance company of the Resident's selection. The limits of liability must be in an amount not less than the lesser of (i) \$100,000 per occurrence or (ii) the maximum amount

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permitted by applicable law. The Community must be listed on the policy as an "additional insured" or "interested party".

b. **Referral of Insurance Provider.** Resident acknowledges that, if Owner informs Resident of an insurance carrier that provides Resident with an opportunity to purchase renter's insurance or liability insurance policies, Owner is doing so only for the purpose of informing Resident and not, in any way, to aid in the transaction of the business of the carrier. Owner will not discuss specific insurance policy terms or conditions with Resident. Resident acknowledges that Owner does not engage in the business of insurance by receiving or collecting any consideration for insurance, including, but not limited to, a premium. Owner does not directly or indirectly act as an agent for or otherwise represent or assist an insurer or person in any aspect of the business of insurance including, but not limited to, soliciting, negotiating, procuring or effectuating insurance or a renewal of insurance or disseminating information relating to coverage or rates. The Owner does not own or operate an insurance company and makes no guarantees, representations or promises concerning insurance or services provided by an insurance carrier, whether or not Owner identifies an insurance carrier for Resident to call. Resident is under no obligation to purchase renter's insurance or liability insurance through any specific carrier.

c. **Failure to Maintain Insurance.** In the event Resident fails to maintain renter's insurance as required by this section, Resident shall be in violation of the Lease; in which case, Owner shall be entitled to pursue any rights or remedies. Additionally, Resident shall be required to pay, as a liquidated damage, as a result of Resident's default, \$25.00 per month on or before the first day of each month following Resident's default, to Owner as additional rent. Resident acknowledges that: (i) the liquidated damage assessed in this section is a reasonable estimate of uncertain damages to the Owner that is incapable of precise calculation and results from Owner's time, cost and additional exposure resulting from Resident's failure to maintain the proper level of insurance; (ii) Owner may, but is not obligated to, use the liquidated damage amount to purchase coverage for property damage to protect Owner from damage caused by Resident; (iii) if Owner purchases additional insurance, such insurance will not protect Resident against loss or damage to Resident's personal property or belongings; and (iv) subrogation will be allowed with respect to any claims Owner's insurance carrier may have against resident.

d. **Protection of Resident's Property.** Owner is not responsible for, and will not provide fire or casualty insurance for, the personal property (including any vehicles) of Resident or Occupants of the Unit. Neither Owner nor Owner's managing agent shall be liable to Resident, other Occupants of the Unit or their respective guests for any damage, injury or loss to person or property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, the criminal acts of others or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Owner. Owner has no duty to remove ice, sleet, or snow from any areas within the Community. Resident assumes all risks with respect to, and Resident is required to secure insurance in accordance with subparagraph (a) above. Unless prohibited by law, Resident waives any insurance subrogation rights or claims against Owner, Owner's managing agent or their respective insurers.

20. **Notice of Injuries.** In the event that Resident or any Occupants or any of their guests or visitors suffer any damage or injury for which they believe that Owner might be liable, the Resident agrees to notify Owner in writing within ten (10) days of the occurrence of the injury, or as soon after the injury as practical, whichever is sooner. The failure of Resident to notify Owner of any of these injuries or damages will be a breach of this Lease, and to the fullest extent allowed by applicable law, Resident will be responsible to Owner for any loss which Owner might suffer arising out of Resident's failure to notify Owner, including Owner's inability to determine the cause or responsibility for the injuries or damages.
21. **Conduct of Resident, Occupants and Guests.** Resident agrees that Resident, Occupants of the Unit or their respective guests or invitees shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, or convenience of others in or near the Community; (iii) disturb or disrupt the business of Owner or Owner's managing agent; (iv) engage in or threaten violence; (v) be arrested for or engage in criminal conduct (felony or misdemeanor) involving actual or potential risk of harm to a person or any sex-related conduct; (vi) violate criminal laws, regardless of whether arrest or conviction occurs; (vii) display, discharge, or possess a gun, knife or other weapon in a way that may alarm others; (viii) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit or anywhere else at the Community; (ix) maintain the Unit in an unclean, unkempt or hazardous condition; (x) bring or store hazardous materials in the Unit or in the community; or (xi) injure the reputation of the Owner or the Owner's managing agent by making bad faith allegations against the Owner or Owner's managing agent to others. Solicitation will not be allowed at the Community unless written permission from the Owner or Owner's managing agent is given.
22. **Policies.** Resident agrees to abide by any and all posted rules and community policies including, but not limited to, rules with respect to noise, disposal of refuse, pets, parking and use of common areas. Further, Resident agrees to abide by all amendments and additions to said rules after due notice of any such

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amendments or additions. At the time of execution of this Lease, Resident acknowledges that Resident has signed and received a copy of all current community policies pertaining to the Unit and the Community.

23. **Fitness Room And Other Facilities.** The use by Resident, Occupants and guests of the fitness room and other common facilities, including use of any fitness equipment or weights in the fitness room, is at the user's sole risk and Resident assumes full responsibility for any injuries which may result from the use of the fitness room or other common facilities by Resident, Occupants or guests. Resident agrees to indemnify and hold harmless Owner, Owner's managing agent and their respective agents and employees from and against any and all claims or demands, costs or expenses, arising out of or in any way related to use by Resident, Occupants and guests of the fitness room and other common facilities including, but not limited to, any personal injuries, damages or other losses. Resident shall assure compliance with all posted rules.
24. **Satellite Dishes.** To the extent allowed to be restricted by Owner under applicable law, Resident agrees to abide by the following provisions:
- a. No antenna or satellite dish may exceed one meter (39 inches) in diameter.
 - b. No antenna or satellite dish may protrude beyond the horizontal or vertical space that is leased to the Resident for the Resident's exclusive use, including any patio area leased by Resident (installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, common areas or in any other area that other residents are allowed to use). Allowable locations may not provide an optimal signal or any signal at all.
 - c. An antenna or satellite dish must serve only one Unit.
 - d. No antenna or satellite dish may be attached to a balcony railing or fence except by a bracket that does not require holes to be made in the railing or fence.
 - e. Installation of the antenna or satellite dish shall occur only between the hours of 8:00 a.m. and 9:00 p.m.
 - f. The installation of the antenna or satellite dish shall not cause any holes to be made in any ceiling, exterior wall, window or door or the Unit or the roof, walls, windows or doors of any building in the Community.
 - g. The installation of the antenna or satellite dish must conform to local fire and safety codes and building codes.
 - h. Resident shall be solely responsible for maintaining any antenna or satellite dish installed and all related equipment.
 - i. Resident must remove the antenna or satellite dish and other related equipment when Resident moves out of the Unit; Resident will be responsible for paying for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Unit to its condition prior to the installation of the antenna or satellite dish or related equipment.

Resident hereby releases, indemnifies and holds harmless Owner, Camden Development, Inc. as well as their respective affiliates, owners, shareholders, partners, officers, directors, employees, agents, successors and assigns from and against any and all obligations, liabilities, claims, losses or actions of any nature whatsoever, whether in contract, in tort or otherwise relating to, arising out of, or in any way connected with the installation, use or maintenance of an antenna or satellite dish in the Unit or the Community, including the balcony, balcony railing or patio which may be deemed to be a part of the Unit. Resident shall pay, upon demand, Owner for any and all expenses, exceeding ordinary wear and tear, arising out of or caused by the installation, use or maintenance of an antenna or satellite dish.

25. **Reimbursement.** In the event that any damage or loss to Owner is caused by Resident, Occupants of the Unit or their respective guests or invitees (including contractors), Resident shall be liable for such damage or loss and shall immediately reimburse Owner for such damage or loss. **Unless caused by the Owner's negligence, the Owner is not liable for and Resident must pay for repairs, replacement costs and damage to the following if occurring during the term of this Lease (including any month-to-month renewal): (i) damage to doors, windows or screens; (ii) damage from windows or doors left open; and (iii) damage from wastewater stoppages caused by improper objects in lines exclusively serving the Unit. Resident acknowledges that the repairs, replacement costs and damages for which Resident will be responsible include damages caused by Resident, Resident's household members, pets, guests or agents. At Owner's discretion, Resident shall pay for such repairs in advance; any delay or postponement in demanding payment for such sums shall not waive Owner's right to demand such payment.**

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26. **Smoke Alarms.** Resident acknowledges that the smoke alarm or smoke alarms (if any are required to be in the Unit pursuant to applicable law) in the Unit are in good working order at the beginning of Resident's possession of the Unit. Resident agrees that Owner's duty to inspect and repair a smoke alarm, pursuant to applicable law is expressly conditioned upon the Resident giving the Owner written notice of a malfunction or request to Owner that the smoke alarm be inspected or repaired. Resident must make Resident's request for installation, inspection or repair in writing. To the fullest extent allowed by applicable law, Resident is responsible for replacing all smoke alarm batteries.
27. **Default by Owner.** Owner agrees to abide by applicable law regarding repairs and performance under this Lease. ALL REQUESTS FOR REPAIRS MUST BE IN WRITING. Unless exercising a right specifically granted by applicable law, Resident shall not be entitled to any abatement of Rent for any inconvenience or annoyance in connection with Owner's repairs or maintenance and may not withhold Rent under any circumstances, regardless of any alleged failure by Owner to repair or maintain, unless otherwise provided by applicable law. **To the extent allowed by applicable law, Resident waives any ability or right to serve as a representative party for others similarly situated or participate in a class action suit or claim against the Owner or the Owner's managing agents. Resident acknowledges that this waiver does not, in any way, affect Resident's right to pursue any rights or remedies Resident may have against Owner as a result of Owner's default. This waiver only restricts Resident's ability to serve as a representative party or participate in a class action suit or claim against Owner or Owner's managing agents.**
28. **Default by Resident.** If Resident fails to pay Rent or other lawful charges when due or gives false information on any application for rental, or if Resident, Occupants or their guests fail to comply with any other term, covenant or condition of this Lease, Owner may pursue any rights or remedies provided by applicable law. (See attached State Addendum for additional provisions.) In addition to the foregoing, in the event Resident defaults under this Lease, Resident shall be liable to the fullest extent allowed by applicable law for repayment of the value of any rent concessions received by Resident and for any court costs and reasonable attorneys fees incurred by Owner to enforce this Lease (including any attorneys' fees in any court action in which the Owner prevails) plus interest on all unpaid amounts at the rate of eighteen percent (18%) per annum from the due date until paid. Provided, however, if the assessment of interest at the rate of eighteen percent (18%) per annum violates applicable usury laws, the parties agree that the rate of interest on all unpaid amounts shall be the maximum rate allowed by applicable law, and Resident will not be required to pay interest or other amounts in excess of the amount allowed by applicable law. Acceleration of Rent by Owner is subject to any duty Owner has under applicable law to mitigate damages. Owner may report unpaid Rentals or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. **RESIDENT HEREBY AUTHORIZES OWNER OR OWNER'S AGENTS TO OBTAIN AND HEREBY INSTRUCTS ANY CONSUMER REPORTING AGENCY TO FURNISH A CONSUMER REPORT UNDER THE FAIR CREDIT REPORTING ACT TO OWNER OR OWNER'S AGENTS TO USE SUCH CONSUMER REPORT IN ATTEMPTING TO COLLECT ANY AMOUNTS DUE AND OWING UNDER THIS LEASE OR FOR ANY OTHER PERMISSIBLE PURPOSE.**
29. **Entry.** Subject to any requirements provided by applicable law, Owner (and any agent or vendor authorized by Owner) shall have the right to enter the Unit (as well as any garage or storage unit leased by Resident) for any reasonable business purpose which includes, but is not necessarily limited to, making repairs or replacements, doing preventative maintenance, leaving notices, removing health or safety hazards, inspecting the Unit in case of emergency, allowing entry by law enforcement officers, showing the Unit to prospective residents or buyers and showing the Unit to lenders, appraisers, contractors, insurance agents or other vendors of the Owner.
30. **Alterations.** Unless required to be permitted by law, Resident shall not make or permit to be made any alterations, additions or attachments to the Unit or the Community (including any garage or storage unit used by Resident) or any part thereof including, but not limited to, the balcony or overhang, or change or add any lock, without the prior written consent of Owner. At any time, Owner may remove, at Resident's sole cost and expense, any fixtures, alterations, additions or property which does not conform with this Lease or any rules or regulations established by Owner.
31. **Construction, Casualty and Environmental Issues.**
- a. **Construction.** In the event that the Community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas.
- b. **Mold Related Conditions.** Resident represents that at the commencement of Resident's occupancy of the Unit, Resident has inspected the Unit and has found the Unit to be free of signs of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Unit or discoloration or staining in the sheetrock of the Unit, at any time during Resident's occupancy of the Unit, Resident shall immediately provide written

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notice to Owner of any such condition. Resident agrees that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (i) excessive moisture can collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Unit clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Unit and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Unit through proper operation of the air conditioning and heating systems and plumbing fixtures.

c. Resident's Compliance with Rules. Resident shall be responsible for any damages caused by the failure of Resident, Occupants of the Unit or their guests or invitees to comply with any rules or regulations established by Owner including, but not limited to, damages caused to pipes when freeze guidelines are not followed and damages caused by Resident's failure to maintain utilities in the Unit. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain the Unit in accordance with this provision.

d. Owner's Right to Terminate Lease. Unless otherwise provided by applicable law, the Owner may, but is not be obligated to, terminate this Lease by giving no less than twenty-four (24) hours' notice to Resident if the Unit or the Community in general is rendered uninhabitable due to: (i) fire or catastrophic damage; (ii) environmental issues including, but not limited to, the existence of mold, radon gas, bed bugs, structural defects or any other condition that may affect the habitability of the Unit; (iii) a condemnation taking; or (iv) any causes beyond the control of the Owner. Unless otherwise provided by applicable law, the Owner may terminate this Lease by giving no less than thirty (30) days' notice to Resident if the Unit or the Community in general is undergoing, or about to undergo, repairs or rehabilitation (not caused by fire, catastrophic damage, environmental issues, condemnation taking or causes beyond the control of the Owner) which will render the Unit or the Community in general uninhabitable, as determined by Owner in its sole opinion. Resident understands and agrees that the Owner may, at any time, convert the Community to a condominium or cooperative development; if the Community is converted and the Unit is to be sold to the public, Owner may elect to terminate this Lease by giving the Resident no less than thirty (30) days written notice or within such other time frame allowed by applicable law. In the event of Owner's termination under this section, Resident shall vacate the Unit and remove all of Resident's personal belongings from the Unit and Rent will be prorated accordingly through the termination date.

e. Odors. Resident agrees that, to the fullest extent allowed by applicable law, Owner shall have no duty to make the Unit smoke-free or odor-free to Resident's satisfaction, particularly where smoke, odors or smells are caused by others in the Community. Resident acknowledges that certain smells (to include cooking certain types of food), odors, and tobacco smoke caused by Resident or others in the Community have the capability of penetrating walls, ceilings, and floors and Resident further agrees that this reality is inherent in any multi-family living environment such as condominiums, apartments or any other multi-family housing communities. Resident agrees that it is impossible or unreasonably impractical for Owner to prevent odors, smoke, and other smells from entering the Unit from neighboring rental units and, except as provided by law, Owner has no duty to prevent odors, smoke and other smells from entering the Unit from neighboring rental units.

f. Noises. Resident acknowledges that, due to the inherent nature of multifamily living environments, there is no guaranty that the Unit will be quiet, safe, or peaceful. Resident agrees that certain everyday sounds such as walking, talking, cleaning, using common appliances, and the occasional entertaining of guests will penetrate walls, floors, and ceilings, and as such, Resident agrees that Owner cannot guarantee that Resident will have a quiet and serene living environment. As such, Resident agrees that it is impossible or unreasonably impractical for Owner to prevent noises or sounds from penetrating the walls, floors, and ceilings of the Unit. Except as provided by law, Owner shall have no duty to prevent noises or signs from penetrating the walls, floors and ceilings of the Unit.

g. Bed Bugs and Pest Control. Resident acknowledges that: (i) bed bugs can be transported to the Unit through bedding, clothes, fabrics or other items moved by Resident into the Unit; and (ii) if bed bugs infest the Unit, treatment involves not only the Unit but also the surrounding units. Resident represents that Resident has not had a previous issue with bed bugs and that no bed bugs will be transported into the Unit by Resident. In the event that a bed bug issue arises in the Unit, Resident shall be responsible for: (i) washing all clothes, bed sheets, draperies, towels, etc. in extremely hot water; (ii) thoroughly cleaning all luggage, handbags, shoes and clothes; and (iii) cooperating with the Owner's remediation efforts including immediately disposing of mattresses, seat cushions or other upholstered furniture, if requested. In the event that the Community has regular pest control treatments, unless pest control is included in the Total Monthly

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Rent identified on page 1 of this Lease, or otherwise prohibited by applicable law, Resident agrees to pay the monthly charge not to exceed \$5.00 per month for pest control service which will be added as a separate line item on the bill Resident receives for water, sewer and trash services. In the event there are bed bugs or other pests in the Unit not caused by the Owner, Resident agrees to pay Owner, upon demand, for all bed bug-related pest control treatments, which Resident acknowledges may involve treatment of not only the Unit but also surrounding units in the Community. In the event that Resident's representations with respect to the bed bugs is untrue or Resident fails to comply with any terms of this provision, Resident shall be deemed to be in default of this Lease; in which case, Owner shall be entitled to pursue any rights or remedies available under the Lease or applicable law including, but not limited to, terminating the Resident's right to possession of the Unit. Resident hereby agrees that the Owner may, but shall not be obligated to, give twenty-four (24) hours' notice prior to the application of a pesticide in the Unit. Provided, however, if Resident requests the application of the pesticide, no prior notice is required. Residents who have concerns about specific pesticides shall notify Owner in writing. If Resident desires to leave the Unit during the period of application, Resident agrees that no offset of rent, damages, or any claim whatsoever shall be sought against Owner. Resident also agrees to release and hold Owner harmless from any allergic reactions or other medical conditions as a result of the application of any pesticide. If bed bugs are determined to be present in the Unit, Owner may, at its sole discretion, and to the extent allowed by applicable law, terminate this Lease and require Resident to vacate the Unit and move all of Resident's personal property including furniture, clothing and all other property out of the Unit. Resident acknowledges that Owner's right to terminate this Lease and obtain possession of the Unit is regardless of who is responsible for causing the infestation or presence of bed bugs.

32. **Parking.** Resident shall comply with all rules and regulations pertaining to parking in the State Addendum and Community Policies in addition to the following:

a. **General Guidelines.** Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Community. Unless Owner notifies Resident otherwise, Resident's parking space(s) shall be unassigned. Neither Resident nor Occupants of the Unit nor their respective guests or invitees (including contractors) or others shall park in NO PARKING ZONES or other restricted areas. Vehicles parked in restricted areas will be subject to being towed in accordance with applicable law. Vehicles that have expired registration or inspection stickers or license tags or are inoperable are subject to being towed at the vehicle owner's expense according to applicable law. Additionally, vehicles may not be stored in the parking area of the Community. If any vehicles are parked in the Community for a period of 15 days or more without being moved, the vehicles will be considered abandoned and subject to being towed in accordance with state law. Resident shall only be allowed to wash vehicles in designated areas of the Community; if no areas have been designated, Resident shall not wash vehicles in the Community. Resident shall not repair vehicles in the Community. Vehicles parked in tow away zones, fire lanes, reserved parking, disabled parking or blocking a trash receptacle are subject to being towed at the vehicle owner's expense in accordance with applicable law. All posted speed limits must be observed. When a speed limit is not posted, the speed limit in the Community is 10 MPH. Motorcycles and motorbikes are considered motor vehicles and should be treated as such. Unless the Owner provides written consent and the appropriate documentation is provided, no trailers, motor homes, unauthorized boats, campers or large trucks are allowed on any parking facilities. Resident shall not park a motor vehicle on the lawn or sidewalks, or any other areas not designated as proper parking facilities, even when moving into or out of the Unit. Vehicles taking up more than one parking space will be subject to being towed at the vehicle owner's expense in accordance with applicable law. Neither Owner nor Owner's management personnel shall be liable for any damages or costs arising out of any claims, loss, damage or liability from towing unauthorized vehicles from the Community. Resident hereby indemnifies and holds harmless the Owner, the Owner's managing agent as well as their respective officers, employees, agents, successors and assigns from and against all damages, loss, or liability (including attorneys' fees and court costs) arising out of or connected with the towing of unauthorized vehicles owned or operated by Resident, Occupants of the Unit or their respective guests or invitees (including vendors) from the Community.

b. **Garages and Carports.** In the event the Community offers the use of a garage or a carport in addition to your Unit, Resident acknowledges that the garage or carport, as the case may be, is for parking Resident's vehicle only; neither garages nor carports are to be used for storage. The storage space, if any, provided with the Unit is to be used for storage needs. Owner may change Resident's designated parking space, garage or carport assignments during the term of this Lease by providing Resident with at least 10 days' prior written notice of such reassignment. In the event of a reassignment, Resident shall sign the appropriate documents requested by Owner to evidence the reassignment.

33. **Owner's Acceptance of Mail Packages.** In the event that Owner accepts delivery of Resident's mail or packages, Resident acknowledges that Owner is not responsible for lost, stolen or damaged items and Resident releases Owner from all liability with respect to the acceptance or storage of any mail or packages. Management reserves the right to refuse any electronic devices and exceptionally large and/or heavy packages and may limit the number of packages accepted. If packages are not picked up within three (3) working days, Management reserves the right to return them.

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34. **Notices.**

a. **To Resident.** Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will immediately notify the Owner in the event that Resident's electronic mail address changes for any reason. Notice to Resident for any reason under this Lease shall be proper if given by any method allowed by applicable law or by first class mail, certified mail, return receipt requested, overnight delivery, or by hand delivery to the Unit or to Resident at the address of the Unit. Notice to Resident shall also be proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or, unless Resident instructs Owner otherwise in writing, by electronic mail at the electronic mail address provided by Resident. Notice to Resident for all purposes, unless applicable law provides otherwise, shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed. If notice is being provided by Owner to Resident and there is more than one Resident under this Lease, at Owner's discretion, notice to one Resident shall constitute notice to all Residents. Additionally, if notice (including notice requesting service or permitting entry into the Unit) is being provided to Owner by Resident and there is more than one Resident under this Lease, at Owner's discretion, notice from one Resident shall constitute notice from all Residents.

b. **To Owner.** Notice to Owner for any reason under this Lease shall be proper if given by any method allowed by applicable law or by first class mail, certified mail, return receipt requested, overnight delivery, or by hand delivery to the Owner or the Community Manager in the management office of the Community. Notice by mail shall be to the address of the Community as identified on page 1 of this Lease. The name of Owner's managing agent of the Community, and the party who is authorized to act for and on behalf of Owner for the purpose of receiving notices from the Resident, is Camden Development, Inc., c/o Community Manager. Resident shall not rely on electronically mailed notices to Owner. Notwithstanding the foregoing, Owner shall also have the option of accepting, but not the obligations to accept, electronically mailed notices from Resident in Owner's sole discretion.

35. **Lease Subordination.** This Lease is and will be subject and subordinate to the lien and provisions of any mortgages or deeds of trust now or hereafter placed against the Community or against Owner's interest or estate in the Community, and any renewals, modifications, consolidations and extensions of such mortgages or deed of trust, without the necessity of the execution or delivery of any further instruments by or to Resident to effect subordination. If any future mortgagee elects to have this Lease subordinated to the lien of such mortgagee's mortgage or deed of trust, and gives notice of such election to Resident, Resident shall execute any appropriate documents to subordinate this Lease to the lien of such mortgage or deed of trust. Resident will execute and deliver upon request from Owner, such further instruments evidencing the subordination of this Lease to any mortgage or deed of trust. In the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust against the Community, Resident will, upon request of any person or party succeeding to Owner's interest as a result of such proceedings, attorn to such successor in interest and recognize such successor in interest as Owner under this Lease; provided, however, unless otherwise provided by applicable law, in no event shall Resident have the right to terminate this Lease in the event of foreclosure by any lienholder of the Community.

36. **Disclosure of Information.** Resident hereby authorizes Owner to disclose information, upon request, relating to Resident's occupancy or other information in Resident's lease file for law-enforcement, governmental or business related purposes. Mortgage companies may be invoiced a minimum of \$25.00 per report for rental history inquiries.

37. **Verbal Representations and Waiver.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose duties (including duties related to security issues) or other obligations on Owner or Owner's representatives unless in writing. The failure by Owner or Owner's managing agent to enforce any terms of this Lease shall not constitute a waiver by Owner or Owner's managing agent of the right to enforce the terms of the Lease at any subsequent time. The acceptance of Rent due after any default shall not be construed to waive any right of Owner or affect any notice given or legal action commenced.

38. **Applicable Law.** This Lease shall be governed by the laws of the state in which the Unit is located; this Lease is performable and venue for any action shall be proper in the county in which the Unit is located.

39. **Partial Invalidity.** If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Owner's Agent Initials _____

Resident's Initials _____

40. **Liability of Owner's Managing Agent.** Resident acknowledges that Camden Development, Inc. is signing this Lease as agent, and not as principal, for the Owner whose assumed name is the name of the Community. Accordingly, Resident agrees that it will not hold Camden Development, Inc. responsible or liable for compliance with this Lease and that Resident's sole cause of action for breach of this Lease will be against Owner. Resident understands that Camden Development, Inc. is relying upon the statements contained in this paragraph as a basis for signing this Lease as agent on behalf of Owner.
41. **Signatures Required to Bind Parties.** Resident acknowledges that: (i) Resident and Owner's leasing representative have reviewed this Lease (including all addenda to this Lease); (ii) Owner's leasing representative, as "Owner's Agent" and Resident have initialed each page of this Lease and selected provisions where indicated; and (iii) Resident has agreed to the terms, covenants and conditions provided in this Lease and signed the page of this Lease on which the Resident's signature blank appears. To the extent allowed by applicable law and notwithstanding the initials provided by the respective parties and Resident's signature, Resident further acknowledges that this Lease shall only be binding upon Owner for a period of 30 days from the date on which the Lease term begins (such 30 day period shall be referred to as the "Temporary Lease Period") unless the Owner's agent for the Community has signed this Lease on behalf of Camden Development, Inc., as agent, not as principal, for the Owner where indicated in the end of this Lease. At the time the Owner's agent signs this lease, it becomes binding upon both parties for the full term of the Lease. In the event that the Owner's agent objects to any terms, covenants or conditions provided in this Lease, Resident will be so notified within the Temporary Lease Period and this Lease shall terminate effective as of the end of the Temporary Lease Period unless the Resident agrees with the revised terms, covenants and conditions. In the event of such termination, Resident shall have no further right to occupy the Unit and shall vacate the Unit by the end of the Temporary Lease Period. In the event that the Owner's agent neither signs this Lease where indicated or objects to any terms, covenants or conditions of this Lease by the end of the Temporary Lease Period, this Lease shall, nonetheless, be binding upon Owner and Resident as if the Owner's agent had signed the Lease without objection. In addition to the foregoing, to the extent allowed by applicable law, both parties agree that: (i) this Lease, applicable State Addendum and other lease documentation may be signed by each respective party's electronic signature without each party initialing each page; (ii) a Lease, State Addendum and other lease documentation signed with an electronic signature shall be as binding as an originally signed Lease, State Addendum and other lease documentation; and (iii) an electronically signed Lease, State Addendum and other lease documentation may not be denied legal effect or enforceability solely because it is in electronic form or signed with an electronic signature. Resident may request an electronic or paper copy from the Owner's representative at any time during the term of this Lease. Resident acknowledges that, unless prohibited by applicable law or otherwise indicated by Owner, any lease addenda previously signed by Resident shall be binding on Resident as if Resident signed such addenda with this Lease. Resident acknowledges and agrees that lease addenda previously signed do not have to be resigned to be effective during the term of this Lease. As used in this section, the term "lease documentation" shall include, without limitation, any amendments, renewals or other modifications of this Lease entered into from time to time by the parties.
42. **(See attached State Addendum for additional provisions.)**

Owner's Agent Initials_____

Resident's Initials_____

The terms of this Lease are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 05/29/2018

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

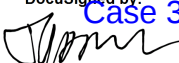
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Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

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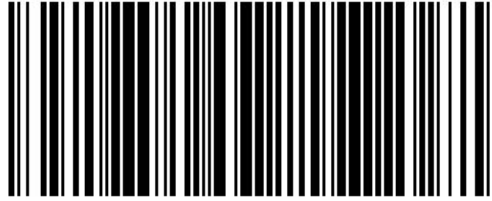
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Document 337-2

Filed 07/07/23

Page 61 of 178 PageID #: 2759



Document : Camden Colorado State Addendum Renewal
Description : Form: Camden Colorado State Addendum Renewal
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 5/29/2018

**STATE ADDENDUM TO RENTAL CONTRACT
(COLORADO)**

Community:	Camden Bellevue Station
Resident(s):	Jeff Weaver
Unit:	#212
Lease Date:	07/30/2018

This State Addendum to Rental Contract (this "Addendum") is made and entered into as of the same date as the Rental Contract (the "Lease") to which this Addendum is attached and made a part thereof by and between the Owner of the above referenced Community and Resident named above. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease and in the event the terms of this Addendum are inconsistent or conflict with the provisions of the Lease, the terms of this Addendum shall control. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Delivery of Unit.** The following sentences shall be added to paragraph 1 of the Lease entitled "**Delivery of Unit**"

Resident acknowledges that Resident has inspected the Unit, and that the Unit is in an acceptable "as is" condition, and that the Unit is in good, clean, and acceptable repair except as specifically may otherwise be agreed to by the parties in writing on Resident's Inventory and Condition Form. Immediately upon occupying, Resident will inspect the Unit and report any defects or problems on the Inventory and Condition Form. Resident's failure to report any defects or problems with the Unit on the Inventory and Condition Form within 48 hours of move-in, is and shall be a binding admission that the items described in the Inventory and Condition Form are acceptable and in good condition. Subject to the information on the Inventory and Condition Form, Resident accepts the Unit in as-is condition, without representation or warranty of any kind, whether express or implied, including any warranty or covenant of quiet enjoyment. Owner expressly disclaims any warranty or covenant of quiet enjoyment.

2. **Term.** The following sentences shall be added to paragraph 2 of the Lease entitled "**Term**":

If Resident fails to give the required 60 day notice of Resident's intent to vacate at the end of the Lease term, any extension, or renewal, and remains in possession of the Unit with the consent of Owner, Resident shall become a month to month tenant subject to all terms and conditions of this Lease except for the term which shall be month to month. Any notice given by Resident shall not relieve Resident from paying Owner any amounts owed by Resident under the Lease as such amounts become due. If Resident fails to give proper notice, Resident shall be liable for and agrees to pay to Owner all damages caused by such failure as set forth herein and under the law. At a minimum, Resident shall be liable for the rent due for the following month if the Unit is not re-rented due to Resident's failure to give proper notice. In order for Resident's notice to be effective, all Residents who executed the Lease must sign the notice. Resident's notice of intent to vacate shall only be effective on date the notice is actually received by or receipted for by Owner. Resident agrees to personally deliver and have Owner's agent receipt for any notice in order to guarantee the effective date of any notice. Resident agrees that the amounts agreed to be paid by Resident for failure to give proper notice in such an event represent a fair amount and method to allocate the numerous risks and liabilities between Resident and Owner if Resident fails to give the required notice to vacate. Upon receipt of any notice to vacate from Owner, Resident shall vacate on or before the date specified in the notice.

3. **Rent and Charges.** The following sentences shall be added to paragraph 3(b) of the Lease entitled "**Late Payments and NSF Fees**":

If Owner has not received the total Monthly Rent from Resident for any given month on or before the third day of the month in which such Rent is due, Resident shall pay a late charge of \$60.00 on the 4th day of the month plus \$10.00 per day commencing on the 5th day of the month for each and every day Monthly Rent or any portion thereof remains outstanding and unpaid. Owner agrees that the \$10.00 per day daily late charge will not exceed the number of actual days in a given month that the amount of Rent has not been paid. In addition to the \$60.00 late charge, Resident agrees to pay Owner the lesser of \$20.00 or the actual cost incurred by Owner for a returned check charge for each and every check from Resident received by Owner which is drawn on insufficient funds, dishonored, or not paid upon presentment for any reason. Resident must immediately replace any such check upon notice or demand with certified funds. If two or more of Resident's checks tendered to and received by Owner are not paid upon presentment for any reason, Resident shall without notice, demand, or request make all further payments to Owner in certified funds. If Resident makes any payment in response to an eviction notice or demand for Rent or possession after the demand period has expired, Resident shall make such payment in certified funds. If Resident makes any payment in response to an eviction notice or demand for Rent or possession after the demand period has expired, Resident shall pay Owner, in addition to any other amounts due, \$250 plus \$150 for eviction administrative fees and attorney fees. The

Owner's Agent Initials _____

Resident's Initials _____



administrative charge is not a late fee or penalty but rather is an addition to any charges set forth in the Lease. Resident agrees to pay all Sheriff's fees if Owner evicts Resident and incurs Sheriff's fees. Resident acknowledges that Owner may elect not to accept any Monthly Rent payment or other amounts due after its due date if all fees and charges do not accompany such payment owed by Resident through the date Resident offers payment. Such fees and costs include but may not be limited to late fees, check charges, eviction administrative fees, and attorneys' fees.

4. **Rent Increases and Lease Changes.** The following sentences shall be added to paragraph 4 of the Lease entitled "**Rent Increases and Lease Changes**":

Resident shall have accepted any modification or addition to any Lease term if Resident fails to vacate in accordance with the requirements set forth in this Lease prior to the date such modification or addition is to become effective.

5. **Security Deposit.** The following sentences shall be added to paragraph 5(a) of the Lease entitled "**Security Deposit**":

Resident agrees that Owner shall have 60 days after the termination of this Lease or surrender and acceptance of the Unit, whichever occurs last, to return all or any portion of the Security Deposit, if any, due Resident. Resident shall not be entitled to any interest on the Security Deposit, unless provided by law. In the event of a sale or transfer of the Community or the substitution of the managing agent of the Community, Resident hereby gives Resident's consent to the assignment of this Lease and agrees that the Security Deposit may be transferred to the succeeding owner or managing agent ("transferee"), whereupon the Owner and the Owner's managing agent shall be released from any and all liability for the Security Deposit upon Owner providing Resident written notice of the name and address of the transferee. The parties recognize and agree that all or part of the Security Deposit may be retained by the Owner in the event that Resident does not reside in the Unit for the full term of this Lease. Resident's liability shall not be limited to the Security Deposit. Owner and Resident agree that Resident's last known address shall be the Unit unless and until Resident provides a different address to Owner in writing and Owner acknowledges in writing receipt of Resident's forwarding address (new last known address). If Resident fails to provide a forwarding address (new last known address), Resident understands that all communications regarding Resident's Security Deposit and/or Resident's security deposit refund will be mailed to Resident's last known address which is the address of the Unit. If more than one person signed this Lease, Owner's or Owner's managing agent may issue one check for the Security Deposit refund payable jointly to all Residents, and mail such check to any last known address of any Resident.

6. **Move-Out Procedure and Rules.**

a. The following sentences shall be added to paragraph 8(c) of the Lease entitled "**Holdover**":

Resident further covenants and agrees that upon expiration of the term of this Lease, or any extensions, or renewals, or upon the termination of this Lease or the termination of Resident's right of possession, whether or not this Lease has been terminated, Resident will at once peacefully surrender and deliver up the whole of the Unit, together with all improvements thereon to the Owner, Owner's managing agent or assigns. Resident agrees to accompany the Owner or the Owner's managing agent on an inspection of the Unit in order to verify the physical condition of the Unit at the expiration or termination of this Lease, and to assist the Owner or the Owner's managing agent, as the case may be, in completing a unit inspection report. Resident hereby agrees that in the event Resident fails or refuses to accompany the Owner or the Owner's managing agent, Resident shall be deemed to have accepted the inspection report on the physical condition of the Unit prepared by the Owner or the Owner's managing agent, as the case may be, and to pay for any damages listed on such inspection report. In any event, Resident agrees to vacate the Unit before 5:00 p.m. on the last day of the term of this Lease, or any extensions or renewals. Upon moving out, Resident must thoroughly clean the Unit, including doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If Resident does not clean adequately, Resident shall be liable for reasonable cleaning charges including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear and tear. Upon move out, Resident shall deliver to Owner's agent at the onsite Management Office all keys, access cards, remotes, or any other property issued by Owner's agent to Resident. If without the consent of Owner, Resident continues in possession of the Unit, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal; or after any notice to vacate, Resident shall be wrongfully holding over. For any wrongful hold over period, Resident shall pay Owner Rent in the amount of two (2) times the daily rent calculated by using the total Monthly Rent from the preceding month.

b. The following shall replace paragraph 8(d) of the Lease entitled "**Abandonment**"

Abandonment. Resident covenants to occupy the Unit and shall be in default if Resident does not occupy the Unit on a regular, continuing, and consistent basis unless otherwise agreed to by Owner in writing. Resident shall have abandoned or surrendered the Unit if Resident turns in all keys or access devices regardless of whether rent is paid or not. Resident shall have abandoned or surrendered the Unit if any of the following events occur and if Resident's personal belongings have been substantially removed, and Resident does not appear to be living in the Unit in Owner's reasonable judgment: Resident's move out or notice to vacate date

Owner's Agent Initials _____

Resident's Initials _____



has passed; Resident is in default for non-payment of rent for 5 consecutive days; water, gas, electric, or any other service for the Unit connected in Resident's name has been terminated or disconnected; Owner is in the process of judicially evicting Resident for any reason; and Resident fails to respond for 2 consecutive days to any notice posted on the inside of the main entry door to the Unit stating that Owner considers Resident to have abandoned. Resident also abandons or surrenders the Unit 10 days after the death of a sole resident. If Resident abandons the Unit or vacates the Unit upon the expiration or termination of this Lease while leaving personal property within the Unit, Resident specifically and irrevocably waives all title and interest Resident has to such property and grants to Owner full authority to immediately dispose of same without notice, court order, or accountability. Resident shall indemnify Owner, Owner's employees and representatives against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against Owner or any other indemnified in connection with Owner's removal of any property.

7. **Occupants.** The following sentences shall be added to paragraph 10 of the Lease entitled "**Occupants**":

If Owner or Owner's managing agent claims that any person residing in Resident's Unit is an unauthorized occupant, Resident shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Owner or Owner's managing agent as an unauthorized occupant does not reside at the Unit. Upon request by Owner, Resident shall also within three days provide in writing the name and otherwise identify any person who appears to be in unauthorized occupant in Owner's reasonable judgment. Owner may exclude from the Community or Unit any person not on the Lease including but not limited to guests or invitees who violate this Lease or any of the Community's policies, rules and regulations or disturb other residents, occupants, any of their guests, agents or other invitees or Owner's employees or agents. Owner may exclude or bar any person from the Community or Unit, for security or other legitimate reason in Owner's sole and absolute discretion including but not limited to Resident's who are prohibited from entering the Unit or coming onto the community property because of a valid court order. Owner may also exclude from any common area of the Community a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant or a guest, agent or other invitee of a specific resident or occupant in the Community.

8. **Assignment and Subletting.** The following sentences shall be added to paragraph 11 of the Lease entitled "**Assignment and Subletting**":

Owner's consent to any substitution of residents, assignment, or sublease may be withheld in Owner's sole and absolute discretion. Any substitution of residents, assignment, or sublease shall be minimally conditioned upon all affected Residents or future residents executing any documentation requested by Owner including but not limited to appropriate documentation regarding the accounting and disposition of the Security Deposit.

9. **Utilities and Services.** The following sentences shall be added after the first sentence, and in replacement of all sentences after the first sentence, of paragraph 12(a) of the Lease entitled "**Generally**" and paragraph 12(b) entitled "**Electricity and Gas**":

- a. Resident agrees that all utilities (except for those included in Monthly Rent) shall be Resident's sole responsibility and expense. Resident agrees that Owner has and will continue to have under the terms of this Lease the right to designate Resident's utility providers as allowed under applicable law. Owner reserves the right to change Resident's utility providers from time to time in Owner's sole discretion as allowed under applicable law. Owner has selected Xcel Energy as Resident's provider of electricity, Xcel Energy as Resident's provider of natural gas, Denver Water as Resident's provider of water and sewer, Waste Management as Resident's provider of trash removal, Comcast as Resident's provider of cable television and CenturyLink as Resident's provider of telephone service. Resident agrees to put the utilities in Resident's name immediately upon signing this Lease and promptly pay the same when due. Resident acknowledges that continued occupancy of the Unit when any utility service has been cut off is hazardous. Resident agrees not to terminate, cut off, interrupt or discontinue for any reason any utility service to the Unit including, but not limited to, electricity, natural gas, sewer or water. Breach of this provision shall constitute a default by Resident giving Owner the right to terminate immediately upon three days notice to quit with no right to cure, and to obtain possession of the Unit. Any charges billed to Owner for utilities due to Resident's breach of this provision shall be due as additional Rent.
- b. The following shall be added as paragraph 12(f) of the Lease and entitled "**Utilities and Services Billing Provisions**":

Owner's Agent Initials _____

Resident's Initials _____



- (i) **Definitions.** The following definitions shall apply to the terms and phrases listed below and as used in this paragraph:
- a. **Allocation Methods.** The allocation methods listed below shall be calculated using the following formulas:
 1. **Occupancy Method:** $[\text{Total Expense} \div \text{Total Occupants of Community}] \times [\text{Occupants of the Unit}]$
 2. **Sq. Ft. Method:** $[\text{Total Expense} \div \text{Occupied Sq. Ft.}] \times [\text{Sq. Ft. of the Unit}]$
 3. **Per Unit Method:** $[\text{Total Expense} \div \text{Total Occupied Units}]$
 - b. **Billing Period:** The period for which the utility charge at issue applies.
 - c. **Total Expense:** The total amount of the bill charged to the Community for the use and services associated with the applicable utility for the Billing Period.
 - d. **Total Occupants of Community:** The total sum of individuals residing in the Community as of the first day of the calendar month in which the bill is calculated.
 - e. **Total Occupied Units:** The total number of units within the Community which are occupied as of the first day of the calendar month in which the bill is calculated.
 - f. **Occupants of the Unit:** The total sum of individuals residing in the Unit in accordance with the Lease.
 - g. **Sq. Ft. of the Unit:** The total square footage of the Unit.

- (ii) **Utilities and Services:** Responsibilities for payment of utilities and services associated with the Unit shall be as follows:

a. **Water and Sewer.**

1. **Water.**

- i. **Responsible Party:** Charges for water service for the Unit will be paid for by:
 - ☐ Owner
 - ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.
- ii. **Methodology:** If paid by Resident to Owner, to the extent allowed by law, charges will be based on one of the following methods;
 - ☐ A flat monthly rate of \$ per month.
 - ☒ Resident's actual use (if submetered);
 - ☐ Ratio utility billing system (RUBS) calculated based on the following formula:
 - ☐ Allocation based on the number of occupants residing in your Unit: $[\text{Total expense} \div \text{the total number of occupants within the Community}] \times [\text{the total number of occupants in your Unit}]$.
 - ☐ Allocation based on square footage of your Unit: $[\text{Total expense} \div \text{square footage of occupied units}] \times [\text{square footage of your Unit}]$
 - ☐ Allocation based on a per unit basis: $[\text{Total expense} \div \text{the total number of occupied units within the Community}]$.

2. **Sewer.**

- i. **Responsible Party:** Charges for sewer service for the Unit will be paid for by:
 - ☐ Owner
 - ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.
- ii. **Methodology:** If paid by Resident to Owner, to the extent allowed by law, charges will be based on one of the following methods;
 - ☐ A flat monthly rate of \$ per month.
 - ☒ Resident's actual use (if submetered);
 - ☐ Ratio utility billing system (RUBS) calculated based on the following formula:

Owner's Agent Initials _____

Resident's Initials _____



- ☐ Allocation based on the number of occupants residing in your Unit: [Total expense ÷ the total number of occupants within the Community] x [the total number of occupants in your Unit].
- ☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] x [square footage of your Unit]
- ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].

b. **Trash.**

1. **Responsible Party:** Charges for trash service for the Unit will be paid for by:

- ☐ Owner
- ☒ Resident - if payment is to be made by Resident, payment shall be made to:
- ☒ Owner
- ☐ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☒ A flat monthly rate of \$9.50 per month.
- ☐ Resident's actual use (if submetered);
- ☐ Ratio utility billing system (RUBS) calculated based on the following formula:
- ☐ Allocation based on the number of occupants residing in your Unit: [Total expense ÷ the total number of occupants within the Community] x [the total number of occupants in your Unit].
- ☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] x [square footage of your Unit]
- ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].

c. **Recycling.**

1. **Responsible Party:** Charges for recycling service for the Unit will be paid for by:

- ☐ Owner
- ☐ Resident - if payment is to be made by Resident, payment shall be made to:
- ☐ Owner
- ☐ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☐ A flat monthly rate of \$ per month.
- ☐ Resident's actual use (if submetered);
- ☐ Ratio utility billing system (RUBS) calculated based on the below formula:
- ☐ Allocation based on the number of occupants residing in your Unit: [Total expense ÷ the total number of occupants within the Community] x [the total number of occupants in your Unit].
- ☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] x [square footage of your apartment unit]
- ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].

d. **Gas.**

1. **Responsible Party:** Charges for gas service for the Unit will be paid for by:

- ☐ Owner
- ☒ Resident - if payment is to be made by Resident, payment shall be made to:
- ☒ Owner
- ☐ Utility or Service Provider as identified below.

Owner's Agent Initials _____

Resident's Initials _____



2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☒ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$

e. **Electricity.**

1. **Responsible Party:** Charges for electric service for the Unit will be paid for by:
- ☐ Owner
 - ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☐ Owner
 - ☒ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☐ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☐ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$

f. **Stormwater.**

1. **Responsible Party:** Stormwater charges assess against the Community by the applicable governmental entity will be paid for by:
- ☐ Owner
 - ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☒ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$

(iii) **Additional Charges:** Resident is also responsible for payment of the following additional charges:

a. **Service Fee:** \$6.00/per month.

Resident agrees that the service fee is for the preparation, processing and other costs associated with generating a monthly bill to Resident and the administrative fee is a one-time account set up fee relating to billing the services provided (other than water, sewer, gas and electricity services, if any).

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Upon prior notice, Resident agrees to pay up to \$25.00 per month for any additional fees, assessments or other charges allowed by law related to utility or service use at the Community or as charged to the Community by applicable governmental entities.

- (iv) **Payment.** To the extent allowed by law, charges for usage of all utilities or service are considered "Rent" pursuant to the Lease. A bill (the "Bill") for all or a portion of the utilities and services identified above shall be issued on approximately a monthly basis. Unless otherwise stated in this Addendum or in the event that Resident does not receive a Bill, Resident must pay all utility and service charges to the Owner in the same time and manner Rent is required to be paid pursuant to the Lease. Unless otherwise stated in the Bill, payments for utility and service charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Resident fails to pay any or all portion of utility or service charges on or before the due date as indicated in the Bill or as indicated herein, Owner may, to the extent allowed by applicable law, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion apply any portion of Resident's monthly Rent payment towards the balance owed by Resident for utility or services and leave Resident delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Owner would otherwise be entitled to pursue under the Lease or applicable law for Resident's failure to pay Rent. In the event that any payment is made with a returned check, Owner reserves the right to assess a returned check fee as provided in the Lease.
- (v) **Changes to Utilities, Services or Billing Methods:** The Owner shall have the right, upon sixty (60) days written notice, to the extent allowed by applicable law, to begin billing Resident for utilities or services not checked above or to change the billing method with respect to any utility or service. If such change in utility or service or method is made, unless otherwise provided by law, Resident shall begin to pay for such utility or service or pay in accordance with the changed method, beginning on the date identified on the Bill or, if the Resident does not receive a Bill, on the first calendar day of the month following 60 days from the date of Owner's notice.
- (vi) **Electronic Billing:** Resident agrees that the Bill may be delivered in an electronic format. Resident further agrees that the Bill may also be delivered via email, the internet or by any method as determined by Owner. By written notice to the Owner, Resident may opt out of electronic billing and may receive the Bill in paper form.
- (vii) **Utility and Service Providers:**

The following Utility or Service Providers bills for the utilities or services listed below, if any:

_____	Water
_____	Sewer
_____	Trash
_____	Recycling
_____	Gas
XCEL Energy	Electricity
_____	Stormwater

If indicated above, Resident shall be billed directly by the identified utility or service provider. Resident must pay the utility or service provider directly for usage and charges relating to the applicable utility or service in accordance with the Bill. The utility or service provider may prepare and deliver the Bill in an electronic format.

The Owner reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility or service used at the Community. The Owner reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Resident.

10. **Permitted Use.** The following sentences shall be added to paragraph 15 of the Lease entitled "**Permitted Use**":

Resident covenants that the Unit is to be used and occupied by Resident as Resident's principle residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose whatsoever, including any business purpose that is not specifically allowed by this Lease. Conducting any kind of business, including but not

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limited to childcare services (defined as the simultaneous care of children from more than one family), in the Unit is prohibited. Without limiting the foregoing, Resident may conduct business in the Unit if such business activity is conducted entirely by computer, telephone, or mail and no clients, patients, or other business associates come to the Unit for business purposes, and if any business so conducted complies with all applicable laws. Occupation of the Unit is subject to applicable occupancy standards determined by law and by Owner.

11. **Security.** The following sentences shall be added to paragraph 16(b) of the Lease entitled "**Security**":

Resident acknowledges and agrees that protection against criminal action is not within Owner's power, that Owner does not provide and does not have a duty to provide any security protection services, security lighting or any other security measures at the Community, that Owner may but has no obligation to conduct criminal background checks on actual or potential residents or occupants, that Resident shall look solely to the public police for security protection and that Resident and Occupant are responsible for their personal security. Owner shall not be liable for failure to provide such security measures, for failure to conduct such criminal background checks or for criminal or wrongful actions by others against Resident, occupant, guests or others, including actions by others which cause damage to the property of Resident, Occupants or guests. If, from time to time, Owner provides patrol services at the Community but Owner has no obligation to provide such services, such patrol services are only for Owner's own purposes and shall not constitute a waiver of, or in any manner modify, the security provision set forth above. Owner shall not be liable for failure to provide patrol services and Owner may decrease or discontinue such patrol services at any time, without notice to or consent of Resident. If Owner has installed limited access gates at the Community but Owner has no obligation to install such gates, such gates are only for Owner's own purposes and shall not constitute a waiver of, or in any manner modify, the security disclaimer set forth above. Resident agrees not to act in any way which may impair the use or function of such gates. Resident acknowledges and agrees that such gates are mechanical devices and can be rendered inoperative at any time and that Owner shall not be liable for failed operations of the limited access gates. Owner may remove such gates at any time, without notice to or consent of Resident.

12. **Conduct of Resident, Occupants and Guests.** The following sentences shall be added to paragraph 21 of the Lease entitled "**Conduct of Resident, Occupants and Guests**":

Resident agrees that Resident is at all times responsible for any conduct of all occupants, children, family members, guests, invitees, or any other person on the Unit or the Community due to Resident. Regardless of whether specifically stated in connection with any provision in this Lease, Resident is responsible for the conduct and behavior of the foregoing persons at all times, and a breach by any of them of any Lease provision is a breach by Resident. Resident shall show due consideration for others by not interfering with, disturbing, or threatening the rights, comfort, health, safety, convenience, quiet enjoyment, management, and, use of the Community by Owner, other residents and occupants and any of their guests, Owners, invitees, or the general public (collectively "others"). Owner shall be the sole judge of acceptable conduct. Resident agrees not to permit, commit, or suffer any conduct disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever about the Community or Unit, having a tendency to annoy or disturb others and to use no machinery, devise, or any other apparatus which would damage the Unit or annoy others. Resident shall not engage in, commit, or permit unlawful activities whether or not such unlawful activities occur in, near, or, about the Unit. Residents shall comply with and otherwise not violate any laws, regulations, statutes or ordinances, or engage in any conduct or activities that would cause Owner to be in violation of the same. Resident shall not bring onto, store or use within Unit any hazardous and/or toxic substances, wastes, materials, pollutants or contaminants.

Resident, Occupants, any member of the Resident's household, any guest of Resident, or any other person under Resident's control or about the Unit with Resident's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity on, or near the Unit or the Community, including but not limited to, any violent criminal activity or any drug related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Resident or any other persons shall not permit the Unit to be used for or to facilitate criminal activity. Resident agrees and acknowledges that Resident has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Resident's knowledge of the criminal activity which constitutes any substantial violation agreed to in this Lease or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this Lease, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Resident agrees that Resident's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Resident's part, that Resident's affirmative duty extends to making all persons aware of Resident's obligations, covenants, and duties under this Lease, and that Resident's duties extend to all conduct whether or not such conduct occurs in Resident's unit. Resident may not assert as a defense in any eviction action against Resident based on violation of this Lease that Resident did not know any person, occupant or guest was in violation of this Lease.

Not limiting the broadest possible meaning as defined in this Lease or at law, violent criminal activity also includes but is not limited to any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another. Not limiting the broadest possible meaning as defined in this Lease or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a

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controlled substance, as defined by C.R.S. §12-22-303, or defined by any other law, including federal law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Resident and Owner agree that any criminal activity as defined in this Lease or at law is an act which endangers the person and willfully and substantially endangers the property of Owner, co-residents, others living on or near the Community, and that such criminal activity constitutes a substantial violation under this Lease or at law.

One or more violations of this Lease by Resident constitutes a substantial violation of this Lease and material non-compliance with this Lease. Because Resident and Owner agree that a violation of this Lease constitutes a substantial violation, Resident waives any and all legal rights of any kind whatsoever to claim or insist that Owner must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Unit. Upon any violation of this Lease by Resident, Owner may terminate Resident's right to occupancy all without terminating this Lease or Resident's obligation to pay rent as set forth in this Lease at Owner's election. Owner's termination of Resident's right to occupancy shall be effective with right of eviction upon three days notice to quit. Unless required by law, Owner shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession. Proof of the violation of this Lease shall be by a preponderance of the evidence, unless otherwise provided by law.

13. **Policies.** The following sentences shall be added to paragraph 22 of the Lease entitled "**Policies**":

Resident's failure to abide with, comply with, or breach of the community policies is a default under this Lease and subjects Resident to eviction. Resident agrees and acknowledges that Owner may from time to time amend, abolish, change, or enact new Community policies for health, safety, business, financial, legal, or any other legitimate reasons as long as the Community policies apply to all applicable residents. Resident further acknowledges that Owner may amend, change, abolish, or enact new Community policies without prior notice to Resident, and that all Community policies are effective upon distribution to Resident regardless of whether Resident has acknowledged receiving or consented to any change in or enactment of any Community policy at any time.

14. **Smoke Detectors.** The following sentence shall be added to paragraph 26 of the Lease entitled "**Smoke Detectors**":

Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery.

15. **Default by Resident.** The following sentences shall be added to paragraph 28 of the Lease entitled "**Default by Resident**":

Additionally, Resident shall be in default if Resident abandons prior to the end of the term, or makes any misrepresentation. If Resident defaults, Owner shall have all remedies provided for in this Lease and at law. This Lease is executed subsequent to Resident completing a Rental Application, which is incorporated by reference and is part of this Lease. Resident acknowledges that Owner is entering into this Lease in reliance on the information contained in Resident's rental application and any and all other information provided to Owner by Resident. If it is determined at any time that such information is false or materially misleading, then Owner shall have the option to terminate this Lease upon three days notice to quit. Resident shall promptly notify Owner in writing of any subsequent change in the information provided by Resident on Resident's lease application. Resident agrees that in filling out and completing this Lease some clerical, scrivener's, human, computer and or mathematical errors may occur in the processing of this Lease. In the event of such an error or mistake, Resident shall cooperate with Owner to execute or re-execute any document necessary to correct any such mistake or error.

Unless otherwise agreed to in writing by Owner, Resident shall pay prior to occupying the Unit or on or before the Commencement Date of the Lease Term, whichever is earlier, an amount equal to the Security Deposit, any other fees and charges, the prorated rent if the Lease Term commences on a day other than the first day of the month, and the first full month of total Monthly Rent if this Lease commences after the 20th day of any month. If Resident fails to pay any amount due under this paragraph as specified, Resident shall be in default and Owner may exercise any and all rights and remedies under this Lease or at law including, without limitation, notice to quit or three days notice of Rent or possession, and imposition of late fees as set forth in this Lease.

If Resident defaults and Owner retains legal counsel, Resident is liable for and shall pay all collection costs and legal costs incurred by Owner, including Owner's reasonable attorneys' fees and costs, from the date any such matter is turned over to an attorney and regardless of whether suit is commenced or not, in connection with Resident's default. In any action, proceeding, or suit (collectively "suit") between Owner and Resident, Resident agrees to and shall pay all costs incurred by Owner, including reasonable attorneys' fees if Owner is the prevailing party in any suit. Suit shall have the broadest possible interpretation and shall specifically include but not be limited to any suit to collect any Rent, amounts, or damages owing by Resident under this Lease, to enforce any provision of this Lease, any governmental agency action including any fair housing claim, any litigation concerning Resident's Security Deposit, or any other proceeding, between Owner and Resident to enforce this Lease, arising from this Lease, or an any way

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connected with this Lease or Resident's tenancy at the Unit. Owner and Resident agree that any action or proceeding arising out of or anyway connected with this Lease, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Resident hereby waives all rights to a trial by jury. Notwithstanding anything to the contrary in this paragraph or Lease, Owner and Resident agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorneys' fees and costs.

Owner's acceptance of any sums of money from Resident following an event of default shall be taken to be a payment on account by Resident and shall not constitute a waiver by Owner of any rights, nor shall any such payment cure Resident's default if such payment is less than the full amount due and outstanding, nor shall any such payment from Resident reinstate this Lease if previously terminated by Owner. If Owner serves Resident with any non-monetary demand for compliance, Resident shall pay all sums due under this Lease as they become due. Owner's acceptance of any amounts from Resident after service of any non-monetary demand for compliance shall not waive Owner's rights to proceed on any non-monetary demand or otherwise insist that Resident comply with any non-monetary demand. After judgment granting the owner possession of the Unit, the Owner may receive or collect any amount or sums due from Resident under this Lease without waiving or affecting Owner's right to proceed or enforce any judgment for possession. Owner may terminate Resident's right to possession without terminating this Lease or Resident's liability on the Lease in accordance with the Lease and law. The Lease and Resident's liability on this Lease shall not be terminated by Owner under any circumstances unless terminated by Owner in writing.

If Resident defaults this Lease, in addition to any other rights and remedies that Owner may have, Owner may at his option, either terminate this Lease, retake possession of the Unit and terminate Resident's right to possession, and relet the Unit. Upon Resident's default, if Owner does not terminate this Lease but reenters and terminates Resident's right to possession, Resident shall remain liable for any sums due under this Lease for the balance of this Lease term less any rent received by Owner upon reletting. If Owner does not terminate this Lease, upon reletting, all rentals received by Owner from such reletting, shall be applied, first to the payment of any monetary obligation due under the terms of this Lease other than Monthly Rental installments, second, to costs and expenses of reletting, including but not limited to cleaning, repairs or replacement of appurtenances or fixtures on or about the property as may be necessary, advertising, and lease commissions, all of which Resident agrees to pay, third, to past due monthly rent installments, with the remainder, if any, to be held by the Owner and applied as payments of future Rents as the same become due and payable under this Lease. No such re-entry or retaking possession of the Unit by Owner, including but not limited to, retaking of the Unit, by abandonment, voluntary surrender of the Unit by Resident, or the institution of forcible entry and detainer proceedings or other legal proceedings against Resident, shall be construed as an election on the part of Owner to terminate this Lease unless written notice of such intention be given to Resident, or unless determination hereof be decreed by a Court of competent jurisdiction.

16. **Entry.** The following sentences shall be added to paragraph 29 of the Lease entitled "**Entry**":

Owner shall have the right to re-enter the Unit, with 24 hour notice when practical, without notice when not practical. No entry or re-entry by Owner shall constitute an eviction in whole or in part, at any time, nor shall Owner be liable to Resident for any inconvenience or discomfort, and the Rent shall not abate during any period that Owner re-enters. Owner may enter by duplicate key or by breaking a window or other means when necessary or in the event of an emergency.

17. **Construction, Casualty and Environmental Issues.** The following sentence shall be added to paragraph 31(d) of the Lease entitled "**Construction, Casualty and Environmental Issues**":

Owner shall solely and exclusively determine whether the Unit is uninhabitable in Owner's reasonable judgment.

18. **Parking.** The following sentence shall be added to paragraph 32(a) of the Lease entitled "**Parking**":

Resident agrees and acknowledges that Owner shall have exclusive right and power to regulate motor vehicles and parking at the Community at any time.

19. **Verbal Representations and Waiver.** The following sentences shall be added to paragraph 37 of the Lease entitled "**Verbal Representations and Waiver**":

Whenever Owner's approval or consent is required, Owner's approval or consent shall not be deemed a continuing approval or consent. Resident's obligation to pay any Rent, fee, damage, or any other amounts shall not be waived, released, or terminated by Owner's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Resident's right of possession.

20. **Cumulative Remedies.** The following paragraph shall be added as paragraph 42 of the Lease and entitled "**Cumulative Remedies**":

Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy now or hereafter existing at law or in equity. The exercise or commencement of the exercise by Owner of any

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Resident's Initials _____



one or more rights provided for in this Lease or at law shall not constitute an election by Owner or preclude the simultaneous or subsequent exercise by Owner of any or all other rights or remedies.

21. **Additional Terms and Conditions.** The following paragraphs shall be added as paragraph 43 of the Lease.

a. **Waterbeds.** Resident shall not place any waterbed or similar water-filled device in or about the Unit without the prior written consent of Owner. Owner shall only consent if any waterbed or similar device is fully lined, and Resident agrees to deposit with Owner proof of adequate insurance, and any other additional damage deposit required by Owner, in Owner's sole and absolute discretion. Resident shall be liable for any and all damage caused by a water-filled device, and shall promptly reimburse Owner for any damages.

b. **Entire Agreement.** This Lease contains the entire Lease between the Owner and Resident and may not be modified in any manner except by an instrument in writing signed by both Resident and Owner. Resident acknowledges that neither Owner nor any of Owner's representatives have made any oral promises or representations not contained herein, and that Owner's onsite representatives (including management personnel, employees, and agents) have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or Leases that impose any duties or obligations on Owner unless in writing. In filling out, processing, and completing this Lease contract some clerical, scrivener', human, computer and/or mathematical errors may occur. In the event of any such errors or mistake, Resident agrees to cooperate with Owner to execute or re-execute any document necessary to correct any such mistake or error upon demand by Owner. If Resident fails to cooperate by executing or re-executing any document, Owner may terminate this Lease upon three days notice to quit.

c. **Fair Housing Accommodations.** Owner is dedicated to honoring Federal and state fair housing laws. Accommodations will be permitted and made in accordance with and as required under such fair housing laws. Prior to the making of any such accommodations, with respect to any modifications, Resident and Owner shall enter into a modification agreement to govern the approval and implementation of such accommodations as well as restoration obligations, if any.

d. **Carbon Monoxide Alarms.** Owner has installed carbon monoxide alarms in the Unit in accordance with the laws of the State of Colorado. Resident agrees that it will comply with the following duties which are imposed by such laws:

- i. Resident shall not remove the batteries (other than to replace them) or in any way render the carbon monoxide alarms inoperable;
- ii. Resident will notify Owner immediately if any carbon monoxide alarm is stolen, removed, found missing, found not operational or if it needs the batteries replaced.

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The terms of the Addendum are agreed to and accepted by:

OWNER:

Camden Bellevue Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 05/29/2018

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____



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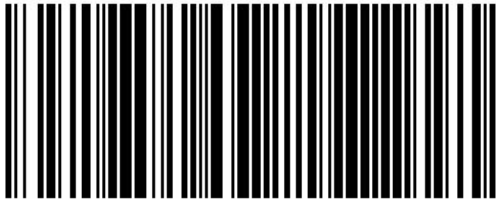
Document 337-2

Filed 07/07/23

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Document : Camden Community Policies Renewal
Description : Form: Camden Community Policies Renewal
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 5/29/2018

**COMMUNITY POLICIES FOR: Camden Belleview Station
(TO BE EXECUTED UPON EXECUTION OF THE RENTAL CONTRACT)**

UNIT:	6515 E. Union Ave #212 Denver, CO 80237
RESIDENT(S):	Jeff Weaver
LEASE DATE:	07/30/2018

We are glad that you chose to make this community your home. Owner's managing agent has the right to make reasonable rules from time to time, which may be needed to enhance the cleanliness and orderliness of the Community, and safety and comfort of the residents. Notice of any policy change will be made in writing and delivered to your door.

These Community Policies shall be considered to be part of the Rental Contract (the "Lease") executed by the Resident(s) signing these Community Policies. A violation of these Community Policies shall be deemed to be a violation of the Lease; in which event, Owner shall be entitled to pursue all rights and remedies as if Resident violated the Lease. Unless otherwise indicated, capitalized terms used in this document shall refer to those terms identified in the Lease. Additionally, the terms "you" and "your" shall also refer to the Resident.

For convenience, the following Community Policies are presented in alphabetical order.

Access Gates/Entry Devices

Each person, not to include minors, listed on page 1 of the Lease will be given an access device and/or parking sticker to use while living here. If an access device is lost, stolen or damaged a \$50.00 fee will be charged for a replacement. If an access device is not returned or is returned damaged when you move-out, there will be a \$50.00 deduction from your security deposit or charge on your final account statement.

Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

Please take the following precautions in using electronic gates:

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Always wait for gate to fully open before entering or exiting gate.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your remote/swipe card/sticker/fob to gain entry.
- Never force the gate open with your car.
- Never play in, on or around the gate.
- Never get out of your vehicle while the gates are opening or closing.
- Always contact Owner's managing agent for assistance when passing through the gates with a boat or trailer. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Never operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- Always contact the Owner's managing agent immediately if you lose your remote/swipe card/sticker/fob.
- Never give your remote/swipe card/sticker/fob to a non-resident.
- Always contact the Owner's managing agent any time your phone number changes. Your new phone number will be entered into the gate system so you can give access to your guests/deliveries from your unit.

Unit and Equipment Care

Inside your unit you have the freedom to decorate by hanging pictures, etc. in accordance with your lease agreement limitations. You are responsible for the care of your appliances and other equipment within your home. The following information outlines your responsibilities in maintaining your unit.

- You may not maintain the unit in an unclean, unkempt or hazardous condition.
- You may not alter the unit or change any partitions, doors or windows, add locks, paint, wallpaper or contact paper or put screws or hooks into the walls or ceilings or mirrored tiles. Please do not glue mirrors, cork, picture hangers or wall décor to the walls.
- Pictures should be hung with small picture hooks.

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- We allow waterbeds on the first floor only. Proof of liability insurance of at least \$100,000 is required.
- Hot pots and pans, cigarettes or other hot items should not be placed directly on the kitchen counter. Cutting should be done on cutting boards and not on kitchen counters.
- Light bulbs are provided when you move in. Thereafter, it is your responsibility to replace all light bulbs with the same type and wattage.
- Indoor clay pots must have plastic bowls or saucers placed under them.
- Please do not use toilets, drains or other plumbing fixtures and appliances for any purposes other than those for which they are intended. Do not deposit sweepings, rubbish of any kind, disposable diapers, cat litter, aquarium gravel, etc. into toilets.
- Do not empty ashtrays, grease, string, metal objects, bones or any non-food items into garbage disposals. Turn on cold water when using the garbage disposal. It is important to maintain a sufficient flow of water to flush shredded waste through the drains even after the disposal has been turned off.

Barbeque Grills

To comply with fire laws and insurance requirements, the use of barbeque grills of any type, including hibachis and smokers, are not permitted within twenty (20) feet of the building (including a balcony) or overhang. Also, in the event that propane gas burners (LP-gas burners) are allowed in the jurisdiction in which the Community is located, propane gas burners having a propane gas container with a capacity greater than 2.5 pounds may not be stored on balconies or within 10 feet of the building or such longer distance as local law may require. Violators are deemed to be in default of the Lease and may be subject to a fine.

Business Center (If Applicable)

The Business Center is provided for the convenience of all residents. Computers, fax machines, phones and copiers are available for everyone to use.

- Fax Machine—The fax machine is capable of outgoing local faxes only. For long distance faxes, you must use your own calling card number. Please arrange to pick up your incoming faxes as soon as possible.
- Computers—Do not attempt to change permanent, basic set-up of the computers or programs, such as page orientation, font size, etc. All personal files will be deleted on a regular basis to ensure that the computers will continue to have space available for other users. Using the computers in the Business Center to display or gain access to pornography or other offensive material is prohibited. When using programs with sound, be mindful of others in the room and turn off the speakers or use headphones. The speaker's muting button is at the lower left of the monitor. Consumable items, such as printer paper, when exhausted, are available in the office.

If any of the equipment is out of working order report it to the Owner's managing agent immediately. Please leave the room as clean as you found it.

Community Appearance

The community staff works hard to maintain the attractive appearance of this Community. We request that you assist us in the following ways.

- Keep sidewalks, steps, and stairways unobstructed and do not use for any purpose other than those of ingress or egress. Toys and bicycles must not be left in driveways, parking lots, sidewalks, breezeways or in front of stairs.
- Please keep your patios and balconies clean. Balconies and patios are not intended for storage. Other personal items, including, but not limited to, trash, boxes and general clutter, must be stored elsewhere or disposed of properly.
- To keep the overall appearance of the community attractive, please do not hang, display, attach or expose to public view television or radio antennas, signs, advertising, clothes lines, clothing, laundry, mops, brooms, foil, solar screens, masking tape, decal or other foreign material to any building, carport, window, windowsill, fence or any part of the grounds that can be seen from the exterior. No shades, screens, awnings or other projections should be attached to or extended beyond the outside walls, windows, or doors.
- All draperies must have a white backing and installed so that they are not visible from the outside. Colored blinds are not allowed nor colored drapes that are visible on the outside of the unit.

Conduct and Noise

Close proximity to your neighbors dictates certain rules and policies for your comfort and that of your neighbors. You should conduct yourself and require your guests to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the Community. It is your responsibility to supervise and protect all occupants or guests residing with you. In consideration of your neighbors please be particularly quiet after 10:00 p.m. and before 9:00

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a.m. Owner's managing agent has the right to determine what constitutes disorder, or interference with the rights and comforts of other residents.

For the safety of all persons and out of respect for other residents, please adhere to the following:

- Playing in or around parked cars, driveways, parking lots, decorative landscaping such as flowers and shrubs, trash receptacles, other resident's unit windows or entranceways is not allowed.
- Toys that make disturbing or annoying noises are prohibited outdoors.
- Air guns, slingshots, or B.B. guns may not be used on or around the Community.
- Musical devices should not be played so that they disturb other residents.
- Televisions, stereos or other sound systems should not be heard outside of your unit at any time. Speakers and/or surround sound equipment should be kept away from the walls and the bass kept at such a level as to not disturb your neighbors. Stereos and/or sound systems in vehicles should not be heard from outside of the vehicle.

Deliveries/Unit Access

We do not allow delivery/repair services access to your unit unless you have completed an Authorization to Enter form that is available at the Welcome Center. The Owner or the Owner's managing agent is not responsible for deliveries to residents.

Fire Prevention/Response

Fires can be a serious problem in communities due to the number of families living within each building. Most often started through carelessness with cooking, matches, cigarettes and fireplaces, many fires can be avoided using caution and common sense. Please practice fire safety precautions to prevent fires from starting. Plan an exit strategy and practice fire drills with other family members. You should know at least two escape routes from your unit and your building.

It is your responsibility to replace dead or missing batteries in your smoke detector. Never disable your smoke detector.

In case of fire, call 911 then exit your unit.

Do not rush out the door into the hallway. First feel the door. If it is hot, use another way out. If the door is cool, leave but observe exit corridors carefully. Never attempt to use elevators (if applicable). Always use the stairs.

Remember, a little bit of planning and awareness can make the difference between safety and disaster for everyone.

Keys and Locks

One set of unit keys including a mailbox key, per adult listed on page one of the Lease, is issued when you move in. Our staff will be happy to make duplicate unit keys for an additional fee, unless otherwise prohibited by applicable law. Please notify the Owner's managing agent if your keys are lost or stolen.

If you wish to have your lock changed or rekeyed, please complete a Lock Change Request form that is available at the Welcome Center. All lock changes must be handled by Owner's managing agent and, unless otherwise prohibited by applicable law, there may be a \$50.00 service fee.

If you require a key to your unit after regular business hours you must pay a fee of \$50.00 and proper identification may be required before access is given.

Maintenance Service

If you need service in your unit please submit your request to our office during regular business hours. Non-emergency requests will be completed in a timely manner during business hours, Monday through Friday. Upon completion of the work, we will leave written verification of work performed in your unit.

For **emergency maintenance** during business hours call our office. Our phone number is (303) 771-1212. After business hours, call our answering service at (303) 771-1212. Leave your name, unit number, telephone number and identify the emergency. We will respond as quickly as possible. Maintenance emergencies may include the following:

- No electricity, heat or AC
- Sewer back up or toilet stopped up (if unit has only one toilet)
- No hot or cold water
- Any water leak
- Essential appliance not working
- Any unsecured entry
- Resident locked out of unit
- Malfunctioning controlled access gates

If property or personal safety is at risk, call 911 immediately then notify the office or answering service.

Owner's Agent Initials _____

Resident's Initials _____



Pest Control

We provide pest control at regular intervals. Please report any pest control problems to the office. You may call the office to find out when extermination service will be servicing your building. If you do not allow entry into your unit a \$25.00 fee may be charged.

Solicitation

Door-to-door soliciting is not permitted within the Community unless approved in advance by Owner's managing agent. No signs, advertisements, notices or other lettering should be placed anywhere in the Community. Distribution of notices, leaflets or similar materials or any other form of solicitation is prohibited. Please notify us immediately if you observe solicitors in the Community.

Swimming Pool and Spa

Pools are provided for the enjoyment of all residents. Please help us keep the pools clean and safe by remembering the following:

- Conduct of persons using the pool or spa shall be such that it will not endanger the safety of others. You assume all risk of personal injury to yourself, your family or your guests in the pool or pool area. No lifeguard or other safety personnel will be on duty at the swimming pool or spa at any time unless required by state or local law.
- Posted pool rules are to be followed. Failure to observe swimming pool rules could result in loss of pool privileges.
- Dial 911 for EMS or police emergencies.
- Safety equipment is to be used only in case of an emergency.
- Do not exceed the maximum number of users in the spa. Any pregnant person should not use the spa without medical consultation. Small children should not use the spa. Hot water exposure limitations vary from person to person. Persons should not enter the spa without medical consultation and permission from their doctor if they suffer from heart disease, diabetes, high or low blood pressure or other health problems. Over exposure to hot water may cause nausea, dizziness and fainting.
- Persons under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raises or lowers blood pressure should not use the pool or spa.
- Enter and exit the spa slowly. Keep all breakable objects out of the pool and/or spa areas. Do not use electrical appliances (telephone, radio, tv, etc.) within five feet of the pool or spa. Do not operate the spa during severe weather conditions; (e.g. electrical storms or tornadoes). Do not use or operate the spa if the suction outlet cover is missing, broken or loose.
- Pool gates must be kept latched at all times.
- Guests are limited to two (2) per unit at any one time and must be accompanied by an adult resident at all times.
- Animals (other than support animals for a disabled person) are not permitted in pools or fenced pool areas at any time.
- Glass containers are prohibited.
- Proper swimwear is required in the pools or spa – no cut off shorts or thong type swimwear.
- Radios should be played at a low volume that does not disturb others.

Neither the Owner nor the Owner's managing agent is liable for any injury or accident resulting from violation of any posted or published swimming pool rules.

Trash

For convenience, trash receptacles are located at specific locations throughout the community. Please do not place trash of any kind outside your front door or on your patio/balcony unless valet trash service is offered at your community.

If you do have valet trash service at your community, you must adhere to the following rules:

- Place your tied trash bag into the approved Valet Waste bin outside your front door during the community's designated hours on designated pick-up nights only. You are not allowed to place trash outside your front door at any other time.
- Your trash will be picked up on designated pick-up nights only.
- If you have a plastic Valet Waste container, it must be brought in by 9:00 AM the following day.
- Spillage cleaning inside and around the collection container will be the Resident's responsibility.
- There will be no trash pick-up on holidays.
- The Valet Waste container is the property of the community. Charges will apply if the container is damaged or missing.
- Oversized items are your responsibility to take to the dumpster.
- Failure to adhere to any of these rules will result in a fine.

Parking

Owner's Agent Initials _____

Resident's Initials _____



Please park all vehicles in parking areas provided. Vehicles should be in reasonable operating condition without an excessive amount of rust or hanging or dragging parts. Do not park in fire lanes. Inoperable vehicles, including those with expired license plates, may be towed at the owner's expense.

- **Motorcycles**—Motorcycles or other vehicles may not be parked or stored in courtyards, under stairways, in front of or inside your unit.
- **Boats, Trailers or Recreational Vehicles**—If the Community permits boats, trailers, motor homes or recreational vehicles on the Community, they must be parked only in Owner's managing agent-designated areas. Submit appropriate documentation to obtain written consent from Owner's managing agent.
- **Vehicle Alarms**—Owner's managing agent may tow, at the vehicle owner's or operator's expense (to the extent allowed by applicable law), a vehicle that has an anti-theft alarm or horn that sounds and disturbs other residents. Unless otherwise provide by applicable law, this policy is considered legal notice to the vehicle owner/operator and no further notice is necessary.

Resident's Acknowledgement

By signing below, you acknowledge that you have received a copy of the Community Policies and agree that you are aware of the rules and regulations and are subject to them in their entirety. You also agree to abide by all amendments and additions to said rules and policies after due notice of any such amendments or additions.

The terms of these Community Policies are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 05/29/2018

RESIDENT(S)

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____



RESIDENT INFORMATION FORM

Please complete all information and return to the Welcome Center. Each co-resident must complete a separate form.



GENERAL INFORMATION					
First Name:		Last Name:		Middle Initial:	
Gender: <input type="checkbox"/> M or <input type="checkbox"/> F		Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed			
Email:		Cell Phone:		Home Phone:	
EMPLOYMENT					
Employer:			Work Phone:		
Position:			Length of Employment: years months		
Street:					
City:		State:		Zip:	
Employer Industry (Select one):					
<input type="checkbox"/> Banking/Insurance/Legal		<input type="checkbox"/> Construction		<input type="checkbox"/> Education	
<input type="checkbox"/> Government		<input type="checkbox"/> Leisure/Hospitality		<input type="checkbox"/> Energy/Utility	
<input type="checkbox"/> Retail		<input type="checkbox"/> Technology		<input type="checkbox"/> Finance/Accounting	
		<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Medical	
		<input type="checkbox"/> Transportation		<input type="checkbox"/> Not Currently Employed	
		<input type="checkbox"/> Other		<input type="checkbox"/> Student	
OTHER OCCUPANTS					
<i>List the names of all persons under the age of 18 who will occupy the apartment.</i>					
First Name		Last Name		Birthdate	Relationship
VEHICLE INFORMATION					
<i>List all vehicles to be parked by you or other occupants, including cars, trucks, motorcycles, etc.</i>					
Year	Make/Model		Color	License Plate #	State
PET INFORMATION					
<i>List all pets occupying the apartment</i>					
<i>Note: If you obtain a pet any time after moving into your apartment home, you must notify the community management and execute a pet addendum</i>					
Type of Pet	Name	Breed		Weight	Color
EMERGENCY INFORMATION					
<i>Emergency contact person over 18 years of age not living with you. Family member preferred.</i>					
First Name:		Last Name:		Relationship to You:	
Email:		Cell Phone:		Home Phone:	
Street:				Apt. Number:	
City:		State:		Zip:	
In the event of your death or if you are seriously ill, missing, or in jail or penitentiary, you authorize the Owner to:					
(i) grant your emergency contact identified above access to your Unit at a reasonable time and in the presence of the Owner or the Owner's agent;					
(ii) allow your emergency contact identified above to remove any of your property found at the Unit (and any property you may have in any mailbox, garage, storage space or common areas in the Community); and					
(iii) refund your security deposit, less lawful deductions, to your emergency contact identified above.					
If you are seriously ill or injured, you also authorize the Owner to send for an ambulance at your expense; however, you acknowledge that the Owner is not legally obligated to do so.					
Resident Name Printed		Signature		Date	
Picture ID verified by: Case 3:25-md-03071		Document 337-2		Filed 07/07/23 Page 81 of 178 PageID #: 2779	



Document : Camden Colorado Parking Addendum
Description : Form: Camden Colorado Parking Addendum
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 5/29/2018

**PARKING ADDENDUM
(CAMDEN BELLEVUE STATION)**

Resident Name: Jeff Weaver

Resident Address: 6515 E. Union Ave #212
Denver, CO 80237

Camden provides each leaseholder who resides at Camden Bellevue Station and has a vehicle, a Camden Bellevue Station parking tag. The parking tag must be placed on the vehicle's windshield any time the vehicle is parked in the parking area.

PARKING TAG NUMBER	VEHICLE YEAR/MAKE	VEHICLE MODEL	LICENSE PLATE NUMBER/STATE
	2013/Acura	TL	LHQ-678/CO

1. Resident agrees the Camden Bellevue Station parking tag must be completely visible from the outside of the vehicle and must be placed on the front windshield. **If the Camden Bellevue Station parking tag is not returned upon move-out, a \$50 fee per sticker will be assessed.**
2. Resident agrees that if the vehicle is parked in the parking area without the approved (green) Camden Bellevue Station parking tag, they are subject to being towed or booted without warning and at the vehicle owner's expense.
3. Resident understands and agrees that visitor parking is located only in designated parking area. Signage is available to designate the approved visitor parking area. Any visitor parked in resident spaces will be towed or booted without warning and at the vehicle owner's expense.
4. Resident agrees that there is only one (green) Camden Bellevue Station parking sticker per resident owned vehicle (proof may be required). Additional parking stickers will be issued only if the resident brings proof of insurance or proof of purchase on any additional vehicle. Should a resident have a loaner or rental vehicle, a temporary parking tag may be obtained from the leasing office. However, it is the resident's responsibility to come in and request a temporary parking tag. If the resident does not obtain a temporary parking tag, the resident is aware that he/she needs to park in visitor parking. Resident vehicles without a sticker parked in resident parking will be towed or booted without warning and at the vehicle owner's expense.
5. Resident agrees that photocopies of the (green) Camden Bellevue Station parking tag will not be accepted for any reason, including, but not limited to; placed in the windshield in absence of the original tag. The cost to replace a parking tag is \$50. The replaced tag will be tracked in our database and if found to be used, will result in immediate tow or boot without warning.
6. Resident agrees to comply with all posted parking signs, policies, and regulations mentioned above. Non-compliance of any parking policy will result in the vehicle being towed without warning and at the vehicle owner's expense.
7. If a boot is forcibly removed without prior authorization from our third party contractor, a cost up to \$250 to replace the boot will be charged and potential criminal charges could be incurred.
8. For towing information and policies contact the office, 24x7.

I have read and understand the parking policies.

SIGNATURES ON NEXT PAGE

Owner's Agent Initials_____

Resident's Initials_____

Page 1 of 2

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OWNER:

Camden Bellevue Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 05/29/2018

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

Page 2 of 2

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DocuSigned by:

Case 3:23-md-03071

DocuSigned by:

Document 337-2

Filed 07/07/23

Page 84 of 178 PageID #: 2782

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Date: 08/13/2019

To: Jeff Weaver
6515 E. Union Ave #212
Denver, CO 80237

Dear Jeff Weaver,

Our team at Camden Bellevue Station would like to thank you for continuing your residency.

We would like to remind you to take advantage of MyCamden. com, our resident exclusive website. On this site you can pay your rent, submit service requests, connect with your neighbors, and find contact information for our community. If you utilize recurring payments, be sure to log on to MyCamden. com to update your recurring payment with the new rent amount, lease start and end dates.

As a Camden resident, you will receive a survey twice a year, with the opportunity to rate your living experience and give feedback about the customer service provided. It is very important we give every resident outstanding customer service. While your responses remain confidential, we use this information to improve our communities and services. Please let us know what we can do to provide Living Excellence.

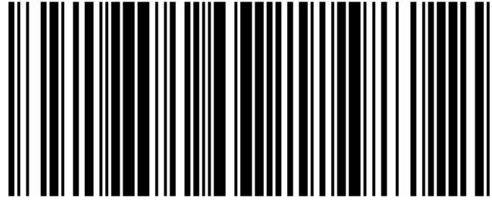
Please complete the information on the following page so we can update our records. It is important to us that we have the most up-to-date and accurate information on file so we can communicate effectively to you. The completed form can be dropped off at our Welcome Center at your convenience.

From time to time, Camden may make amendments to the lease contract; therefore it is important to review and understand your lease contract before signing as some clauses may have changed from your last lease contract. If you have any questions about your lease contract, please contact us.

Again, thank you for making Camden Bellevue Station your home. We appreciate the opportunity to provide you with Living Excellence in the months to come.

Sincerely,

Jacqueline M Skates, Camden Team Representative
Camden Bellevue Station
(303) 771-1212



Document : Camden Master Lease Renewal
Description : Form: Camden Master Lease Renewal
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 8/13/2019

RENTAL CONTRACT FOR THE Camden Belleview Station COMMUNITY

Unit Address (the "Unit") 6515 E. Union Ave #212 Denver, CO 80237 Community address: 6515 E Union Ave Denver, CO 80237-2773		Contract Date 08/13/2019	Contract Term Beginning: 09/02/2019 Ending: 09/20/2020(subject to notice provisions)
Total Monthly Rent \$ 1642.00	Prorated Rent \$ 1587.27	Non-Refundable Amenity Fee \$ 0.00	Security Deposit \$ 0.00
Prepared By: Jacqueline M Skates	Cleaning Fee: \$85 Studio/\$95 1 Bedroom/\$115 2 Bedroom (to be paid with Resident's notice of termination at end of Lease term)		
Utilities: The following items are included in the Total Monthly Rent identified above, if checked: <input type="checkbox"/> water <input type="checkbox"/> electricity <input type="checkbox"/> wastewater <input type="checkbox"/> gas <input type="checkbox"/> trash <input checked="" type="checkbox"/> Valet Waste <input type="checkbox"/> homeowners/business association fees <input type="checkbox"/> pest control <input checked="" type="checkbox"/> Technology Package (which may include cable TV, internet and Wi-Fi) Resident agrees to pay for all items not checked above to the extent allowed by applicable law and as provided in this Lease or any other document signed by Resident.			
Additional Items: The following items are included in the Total Monthly Rent identified above: Storage no. S19			
Special Provisions: Additional addenda attached.			

RESIDENT NAME(S):
Jeff Weaver

OCCUPANT(S):
Jeff Weaver

Owner's Agent Initials _____

Unless otherwise indicated, capitalized terms used in this document shall refer to those terms identified above.

This Rental Contract (this "Lease", which term shall include this document, the State Addendum attached to this document and all other applicable addenda referred to in this document or executed by the Resident identified herein) is made and entered into on 08/13/2019, by and between Camden Belleview Station (the "Owner"), the owner of the Camden Belleview Station apartment community (the "Community") by and through Camden Development, Inc., as Owner's managing agent only and not as principal, and the Residents identified on page 1 ("Resident", whether one or more) upon the terms and conditions stated herein. If there is more than one Resident, all persons identified on page 1 as Residents are jointly and severally liable for all payments and other obligations under this Lease. This document and the State Addendum should be read carefully. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Delivery of Unit.**

a. **Owner's Delay in Occupancy.** Resident acknowledges that Owner's ability to provide the Unit in a timely fashion will depend upon the availability of the Unit and that, even though the previous resident residing in the Unit may be scheduled to move out, such resident may not move out in a timely fashion. If actual commencement of occupancy of the Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner shall not be liable for damages by reason of such delay, but the Rent will be abated per diem, and pro-rata, during the period of delay. Such delay will not affect any of the other terms of this Lease.

b. **Resident's Delay in Move-In.** If Resident doesn't move in once the Unit is ready, Owner may sue for damages incurred by Owner (including attorneys' fees associated with the collection of such damages including attorneys' fee in any court action in which Owner prevails) and Resident may forfeit any deposits or monies of Resident in possession of Owner.

c. **Move-In Procedures.** All moving vans, trucks or other activity relating to moving into or out of the Community must begin no earlier than 8:00 a.m. and end no later than 9:00 p.m. Resident shall be responsible to Owner for any damages to the Unit or the Community caused by Resident, other occupants or

Owner's Agent Initials _____

Resident's Initials _____

their respective guests or invitees (including movers), whether caused during move-in, during the term of this Lease or during move-out.

d. **Move-In Condition.** An Inventory and Condition Form will be provided to Resident at the time that Resident moves into the Unit. Unless otherwise provided by applicable law, Resident accepts the Unit "as is" and in habitable condition suitable for residential purposes. Resident agrees that unless otherwise prohibited by applicable law, in the event Resident does not notify Owner within 48 hours after Resident begins occupancy of the Unit of any problems with the Unit or furniture, furnishings, equipment or appliances, if any, the Unit and all furniture, furnishings, equipment or appliances, if any, contained in the Unit will be deemed to be acceptable and in good condition. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND SUBJECT TO THE PROVISIONS OF THIS LEASE, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, IN THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

e. **Elevators.** Resident acknowledges that, if the Community has elevators, such elevators are mechanical devices that can malfunction or be rendered inoperative at any time and that the Owner is not responsible for the failure of elevator service should the elevator cease to function. To the extent allowed by law, Resident shall not be entitled to any diminution in value due to elevator malfunction or the elevator's failure to operate.

2. **Term.** Subject to the provisions of this Lease, the initial term of this Lease shall commence on the Beginning date identified on page 1 and end on the Ending date identified on page 1. Provided, however, unless prohibited by applicable law, a 60 day written notice is required by either party to terminate this Lease at its stated expiration date. To the extent allowed by applicable law, if notice of termination is not given at least 60 days prior to the stated expiration date, this Lease will automatically renew on a month-to-month basis until either party gives at least 30 days prior written notice to the other; in which case, this Lease shall terminate 30 days from the date indicated in the notice or such later date designated in the notice (whether or not the 30th day falls at the end of the month; if the termination date is not at the end of the month, Monthly Rent shall be prorated accordingly).

3. **Rent and Charges.**

a. **Rent and Other Charges.**

- i. **Initial Charges:** Unless otherwise instructed in writing by Owner, upon the execution of this Lease, Resident shall pay, in the amount identified on page 1 of this Lease, the Non-Refundable Amenity Fee, and prorated rent covering the period through the first date that the Monthly Rent is to be paid.
- ii. **Monthly Charges:** Beginning with the first day of the next calendar month after the period covered by the Prorated Rent and continuing throughout the term of this Lease, Resident shall pay the Monthly Rent identified on page 1 each month in advance and without any demand, deduction or offset whatsoever on or before the first day of each month with no grace period. In addition to the Monthly Rent, to the extent allowed by applicable law, resident shall pay the fees identified in the State Addendum to this Lease. All monthly charges shall be paid as follows (check as applicable):

- ☒ online through the Owner's portal at www.mycamden.com.
☐ mailed to Owner at .
☒ delivered to Owner at the on-site manager's office.

Resident acknowledges that the Monthly Rent does not include any separately billed fees.

- iii. **Applicable to all payments:** Resident shall not pay Rent or any other charges with cash. To the extent allowed by law, Owner shall have the right at any time with notice to Resident to change the method of payment accepted by Owner. Unless otherwise approved by Owner in writing, partial payment of Rent is not acceptable at any time. All payments must be made in full to include all amounts due. Post-dated or third-party checks will not be accepted. Payments made to the office will not be held at the request of anyone. All payments made to the office will be directly deposited. Unless otherwise provided by applicable law, Resident's obligation to pay Rent and other charges is an independent covenant and not conditional upon the performance by Owner of Owner's responsibilities under this Lease. Resident shall not be released from obligations under this Lease as a result of notations on checks. Owner's acceptance of checks with restrictive notations shall not, in any way, constitute a waiver by Owner of any right to require Resident's full compliance with this Lease. If multiple checks are tendered and one check is returned non-

Owner's Agent Initials _____

Resident's Initials _____

sufficient funds or if for any reason, the total amount due is not paid, Resident shall be in default of this Lease and Owner shall be entitled to pursue any remedies.

b. **Late Payments and NSF Fees.** Unless Owner provides otherwise in writing, in the event Resident tenders two or more forms of payment (i.e. check or ACH payments) returned for insufficient funds, Resident shall not be allowed to make future rent payments online and shall be required to: (i) pay all rent for the remainder of the Lease term by money order (which shall be a paper money order or, if available, an electronic money order), cashier's check or certified funds; or (ii) enroll in a direct deposit program established by Owner. To the extent allowed by law, the acceptance by Owner of any payments made after a notice to vacate or similar notice to begin the eviction process shall not waive Owner's right to continue with the eviction process. Resident shall pay a charge in the amount permitted by applicable law for each returned form of payment (i.e. check or ACH payment) plus applicable initial and daily late charges until Owner receives acceptable payment. (See attached State Addendum for additional provisions).

c. **Application of Payments; Acceptance of Late Payments.** To the extent allowed by applicable law, all payments due under this Lease (including late fees, NSF fees, attorneys' fees, damages, eviction fees, utility fees and other fees and charges) will be considered as additional rent (such additional rent, together with the Monthly Rent and Prorated Rent shall sometimes be collectively referred to as "Rent") and Owner shall be entitled to pursue any remedies associated with Resident's failure to pay Monthly Rent. Resident agrees that unless otherwise required by applicable law, all payments made will be applied first to fees and charges other than Monthly Rent (late fees, NSF fees, attorneys' fees, damages, eviction fees, utility fees and other fees and charges), then to past due Monthly Rent and then to current Monthly Rent. Additionally, notwithstanding anything contained in this section relating to the acceptance of late fees, NSF charges or any other delinquent payments, in the event that Resident fails to pay Monthly Rent on or before the first day of any month, Resident shall be deemed in default of this Lease. Owner shall then be entitled to pursue any rights or remedies against Resident pursuant to this Lease or applicable law.

4. **Rent Increases and Lease Changes.** Owner shall have the right to modify any of the terms of this Lease including the amount of Rent or other charges due and payable by Resident, to be effective at the expiration of the Lease term by providing Resident with at least 65 days' notice of such modification or, to be effective as of the expiration of any month-to-month renewal period by providing Resident with at least 35 days' notice of such modification. Resident shall be obligated to comply with the Lease modification from and after the date when the Lease term or renewal period ends as if such modification were incorporated directly into this Lease, as signed by Resident. Resident acknowledges that such lease modification may include, but is not necessarily limited to, increasing the rent by assessing a month-to-month fee to be paid by Resident in addition to Resident's Monthly Rent amount.

5. **Security Deposit.**

a. **Security Deposit.** Resident agrees to deposit the amount identified on page 1 with Owner as security for the performance of this Lease by Resident. Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit or to furniture, furnishings, equipment or appliances, if any, in the Unit, Resident agrees, after notice, to deposit such additional amount as may be required to restore the Security Deposit to the original amount. Resident shall have no right to use the Security Deposit as the last month's rent. When the Unit is vacated and Resident has turned in all keys given to Resident with respect to Resident's occupancy of the Unit and residency in the Community and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any reasonable charges for cleaning and damages to the Unit (beyond reasonable wear and tear) and after deduction of any other monies owed (including Rent, late charges, fees associated with lost gate openers and keys, etc.). PROVIDED, HOWEVER, AS A CONDITION FOR REFUNDING THE SECURITY DEPOSIT, RESIDENT MUST GIVE WRITTEN NOTICE TO OWNER ON OWNER'S FORM AT LEAST SIXTY (60) DAYS PRIOR TO MOVING FROM THE UNIT AND FULFILL ALL OTHER PROVISIONS OF THIS LEASE INCLUDING THE COVENANT TO OCCUPY THE UNIT AND PAY RENT FOR THE FULL TERM OF THIS LEASE.

b. **Additional Security Deposit.** The Security Deposit amount listed on page 1 does not include an additional deposit for pets. In the event that Resident desires to have a pet in the Unit and pets are allowed on Owner's Community, Resident shall sign a separate pet agreement and pay the appropriate additional security deposit. In the event that a deposit is paid, such deposit shall be added to the Security Deposit, if any, previously paid by Resident for all purposes under this Lease.

6. **Cancellation Option.** As long as Resident is not in default of this Lease either at the time Resident desires to cancel this Lease or when this Lease will be terminated, Resident shall have the option of canceling this Lease by complying with all of the following procedures:

a. At least 60 days prior to the date Resident desires to terminate this Lease, Resident shall provide written notice to Owner, stating Resident's desire to exercise Resident's cancellation option and the date of proposed termination (the "Termination Date");

Owner's Agent Initials _____

Resident's Initials _____

b. Contemporaneous with Resident providing notice of termination as provided in subparagraph (a) above, Resident shall: (i) execute a Cancellation of Lease Agreement (the "Cancellation Agreement") on Owner's form and submit the Cancellation Agreement to Owner; and (ii) deliver to Owner a payment, by cashier's check or money order (which shall be a paper money order or, if available, an electronic money order), which shall be the sum of: (A) Rent due under this Lease through the Termination Date; (B) a cancellation fee equal to the Total Monthly Rent identified on page 1 of this Lease; and (C) repayment of concession fees or rental concessions, if any (free or reduced Rent provided at the commencement of or during this Lease) unless Resident has occupied 6515 E. Union Ave #212 for the full initial term of this Lease (items (B) and (C) above shall be collectively referred to as the "Cancellation Payment"); and

c. Resident shall vacate the Unit on or before the Termination Date.

Resident acknowledges that: (i) the Cancellation Payment is a buy-out fee which contemplates the various risks of the parties with respect to the early termination of this Lease; (ii) this cancellation option may be exercised by Resident, in Resident's sole discretion; and (iii) if Resident vacates the Unit prior to the expiration of this Lease without complying with all requirements to exercise Resident's cancellation option, Owner shall have the right to declare Resident in default of the Lease and be entitled to collect from Resident all appropriate damages as authorized by this Lease and applicable law. Notwithstanding the foregoing, in the event that Resident is in default of this Lease after Resident has executed the Cancellation Agreement, Owner shall have the right, but not the obligation, to declare the Cancellation Agreement null and void and retain the Cancellation Payment as an additional Security Deposit, subject to the terms of this Lease and applicable law.

7. **Military Release.** Except under this provision or paragraph 6 above, or unless required by applicable law, Resident will not be released from this Lease on grounds of voluntary or involuntary business transfer, marriage, divorce, separation, loss of co-residents, or any other reason. If Resident enters military service during the term of this Lease or Resident, while in military service, executes this Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Resident shall be entitled to terminate this Lease in accordance with the Servicemembers Civil Relief Act (the "SCRA"). A qualifying resident under the SCRA must furnish Owner with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order. Oral notice is not sufficient. Any termination under this provision shall become effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. A co-resident that is not a dependent pursuant to the SCRA (which includes the servicemember's spouse) cannot terminate this Lease under this provision. Resident shall be responsible for Rent and all charges (including damages to the Unit) through the effective termination date.

8. **Move-Out Procedure and Rules.**

a. **Notice and Cleaning Fee.** Prior to moving out, except for moving out after Resident's default or after Owner provides Resident with notice of termination, Resident must give Owner proper notice of termination in accordance with paragraph 2 of this Lease. Resident agrees that the Cleaning Fee identified on page 1 of this Lease shall be owed as additional rent as of the date Resident signs this Lease, but shall be paid by Resident at any time on or before the earlier of: (i) the date on which Resident gives Owner Resident's notice of termination; (ii) within 5 days after the date on which Owner gives Resident a notice of termination; (iii) the date on which Resident moves out of the Unit; or (iv) within 5 days after the date on which Resident is asked to move out by Owner due to Resident's default of this Lease. Resident acknowledges that the Cleaning Fee is: (i) intended to assist Owner in covering the cost and expenses associated with making the Unit ready for the next resident; (ii) non-refundable; (iii) a separate charge due and owing under this Lease and is not intended to secure performance under this Lease; (iv) an amount that would be included in the Monthly Rent if it was not separately assessed and paid; (v) in partial consideration for Owner agreeing to enter into this Lease; and (vi) a charge for which the Resident is legally liable under this Lease. Owner shall have the right, but not the obligation, to declare Resident to be in default of this Lease or apply all future payments made by Resident (including the Monthly Rent payment) to the unpaid Cleaning Fee, thereby leaving a delinquency in the other payments (including the Monthly Rent).

b. **Condition of Unit upon move out.** At the expiration of this Lease or renewal period, Resident and all Occupants shall: (i) vacate the Unit; and (ii) leave the Unit in a good and rentable condition, normal wear and tear excepted; Resident shall remain responsible for removing all personal items including, but not limited to, furniture, clothing, trash and food items. Any personal items left in or about the Unit may subject Resident to additional costs to dispose of such items. Resident shall be responsible to Owner for any damage to the Unit caused by Resident, other occupants or their respective guests or invitees (including movers), including costs associated with deodorizing the Unit necessitated by excessive odor due to smoking, cooking

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or other causes. If Resident displaces a new resident who was scheduled to move into the Unit by not moving out on or before Resident's scheduled move-out date, Resident will be responsible for alternate housing and other costs of the displaced resident.

c. Holdover. At the expiration of this Lease, Resident shall: (i) return all keys, gate openers and remotes to the office or Rent will continue to be charged; and (ii) pay any outstanding charges or delinquent Rent. In the event that Resident fails to deliver all keys or in the event that Resident, Occupants, guests or invitees fail to fully vacate the Unit on or before Resident's termination date, in addition to any other rights or remedies Owner may have under this Lease or applicable law, Resident may, at Owner's option, be charged holdover rent and other charges to the fullest extent allowed by applicable law.

d. Abandonment. If Resident and all Occupants are absent from the Unit for five (5) consecutive days, during the term of this Lease or any renewal or extension period, while all or any portion of the Rent is delinquent, the Unit (and any garage or storage space leased by Resident) shall be deemed abandoned. Personal property of the Resident in the Unit (or in any garage or storage space leased by Resident) deemed abandoned shall be considered abandoned personal property. In the event Resident abandons the Unit or leaves the Unit after receiving a notice to vacate or being judicially evicted, Owner shall be entitled to dispose or sell, at Owner's discretion, any personal property remaining in the Unit (or in any garage or storage space leased by Resident) in any manner not in conflict with applicable law. Additionally, to the extent allowed by applicable law, the Unit shall be deemed abandoned 5 days after the death of Resident, if Resident lives alone in the Unit, whether or not all or any portion of the Rent is delinquent.

9. Transferring to Another Unit. In order to qualify to transfer to another unit in the Community or to another Camden community, Resident must: (i) be in compliance with this Lease; (ii) no later than 60 days prior to the date on which Resident desires to transfer, sign a Transfer Request Agreement; and (iii) have occupied the Unit at least 90 days prior to the transfer date. Owner reserves the right to require Resident to pay a new application fee, a new pet fee, a new pet or security deposit, administrative fee and otherwise re-qualify. If Resident's current Lease term is not fulfilled, Owner reserves the right to assess a transfer fee in the amount of 50% of the total monthly rent identified on page 1 and all financial concessions/specials may be required to be repaid to Owner in advance, if allowed by applicable law. Resident's new lease will begin on the day Resident transfers to Resident's new unit. No transfer shall be permitted unless a replacement unit is available. If Resident owes Rent or other charges with regard to the Unit, such Rent and other charges shall be deemed additional Rent immediately due from and payable by Resident to Owner under Resident's new Rental Contract. Any payments received by Owner following the transfer date shall be first applied to amounts Resident owes with regard to the Unit and then to obligations Resident owes with regard to Resident's new unit. In the event Resident transfers, to the extent allowed by applicable law, Resident's relocation to the new unit shall constitute a release of any claims Resident had or may have had as of the transfer date against Owner, Camden Development, Inc. as well as their respective owners, affiliates, shareholders, partners, officers, directors, agents, employees, successors and assigns related to, arising out of or in any way connected to this Lease, the Unit, the previous acts or omissions of Owner or Owner's managing agent or contractors or the use and occupancy of the Unit or common areas of the Community by Resident occupants or guests.

10. Occupants. The Unit may be occupied by Resident and the Occupants specified on page 1 only. No other persons shall be authorized to occupy the Unit for a period exceeding 3 consecutive days and no more than 6 days in any one 30 day period without the prior written authorization of the Owner.

11. Assignment and Subletting.

a. Prohibited without written consent. Resident shall not assign, sublet, license or in any way convey, or offer or advertise the assignment, sublet, license or other conveyance of, all or any portion of this Lease, the Unit or Resident's right to occupy the Unit to anyone without the Owner's prior written consent. This includes, but is not limited to: (i) assigning, subletting, licensing or in any way conveying, or advertising for assignment, sublet, license or other conveyance of the Unit, or any portion of the Unit, on a short term basis (for a period of less than 30 days) or on a long term basis (for a period of 30 or more days); or (ii) advertising the Unit, or a portion thereof, for assignment, sublet, license or other conveyance on any forum whatsoever including, but not limited to, word of mouth, print, electronic mail or the internet (including any social media or locator sites such as Airbnb, Craig's List, Expedia, Hotels.com or any other similar sites), regardless of whether the purpose of such advertisement is for short term or long term rental or to transient occupants. Resident agrees that the prohibition against assignment, subletting, licensing or any other conveyance includes a prohibition against Resident from accepting, or offering to accept, any type of compensation or consideration in exchange for providing a person occupancy. In the event Resident violates this provision, the Owner shall be entitled to pursue any rights or remedies under this Lease or applicable law including, but not limited to, terminating Resident's right to possession of the Unit and seek recovery of all damages due under the Lease and any other damages the Owner may sustain as a result of Resident's conduct (including, but not limited to, any fines or fees assessed against the Owner by any federal, state or

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local authority, loss in business revenue or any other damages). Resident hereby agrees to indemnify and hold the Owner and related parties harmless from all fines, fees or losses.

b. Requesting written consent. In order to request assignment or subletting, Resident must submit such request in writing on Owner's form and no assignment or subletting will be approved unless: (i) the new resident and a guarantor, if applicable, sign and submit the appropriate application documents; (ii) the new resident and the guarantor, if applicable, are approved by Owner; and (iii) the Owner and the remaining resident, the new resident, the departing resident and any guarantor, if applicable, sign the appropriate Amendment to Rental Contract and guaranty document (if applicable). Unless the Owner agrees otherwise in writing, the Security Deposit will automatically transfer to secure the performance of the replacement and remaining residents under the Lease governing their occupancy of the Unit. The departing resident will no longer have a right to occupy the Unit or to receive a Security Deposit refund, but will remain liable for the remainder of the original Lease term unless the Owner has agreed otherwise in writing, even if a new Lease is signed.

12. **Utilities and Services.**

a. Generally. Resident shall pay, in accordance with a monthly bill to Resident, certain fees, assessments and charges relating to utilities or other services not identified on page 1 as being included in the Monthly Rent. Resident acknowledges that the monthly bill for such fees, assessments and charges will include various items agreed to be paid by Resident pursuant to this Lease and the State Addendum including, but not necessarily limited to, water and sewer service, trash service, recycling service, gas and electricity service and stormwater, drainage and other governmental or quasi-governmental fees and assessments assessed against the Community. Additionally, Resident agrees to pay a monthly service fee or administrative billing fee, if identified in the State Addendum. Resident shall not allow any utilities to be disconnected until the earlier of the termination of Resident's right to possession or the expiration of the term of this Lease (including any month-to-month renewal). Resident shall promptly advise Owner if Resident receives notice from any applicable authority that any of the utilities are to be disconnected. All utilities and services shall be used for ordinary household purposes only.

b. Electricity and Gas. To the fullest extent allowed by applicable law, in the event that Resident is required to pay for electricity or gas service and the electricity or gas service is either not placed in Resident's name or has been switched from Resident's name, Resident shall pay to Owner all electricity and gas service which should have been paid for by Resident plus a fee of \$50. Resident agrees that the fee is a liquidated amount covering Owner's time, costs and expenses associated with Resident's failure to pay for electricity or gas service when Resident is obligated to do so and that the amount of such fee is uncertain and difficult to ascertain. Resident acknowledges that, notwithstanding Resident's payment to Owner for utility service not connected in Resident's name or payment of the fee, Resident's failure to place electricity or gas service in Resident's name or allow electricity or gas service to be switched from Resident's name, constitutes a default by Resident of this Lease and will entitle Owner to all remedies. Resident agrees that Owner's acceptance of payment for electricity or gas service or the fee shall not waive or relinquish any rights or remedies Owner has to declare a default of this Lease as a result of Resident's violation of this provision including, to the extent allowed by applicable law, terminating Resident's right to possession of the Unit. To the extent allowed by law, Resident hereby agrees that Owner may select the electricity service provider for the Community including the Unit. Accordingly, Resident acknowledges that electricity to the Unit will be connected in Resident's name with an electricity provider chosen by Owner, unless Resident gives Owner written notice of Resident's intent to switch providers. In the event Resident chooses to switch providers, Resident shall: (1) provide advance written notice to Owner; and (2) pay all switching fees including, to the extent allowed by law, fees to switch back to Owner's provider when Resident vacates the Unit. Resident agrees to execute such documents as may be necessary to authorize Owner to select the electricity service provider for the Community including the Unit, upon request, but not later than 10 days after such request is made.

c. Technology Package. Resident acknowledges that the Technology Package includes a number of amenities designed to enhance Resident's living experience in the Community. The Technology Package may include digital adapters, cable TV, internet, and WiFi. If the Technology Package box is checked on page 1 of this Lease, the Technology Package amenities offered by the Community are included in the Monthly Rent. If the Technology Package box is not checked on page 1 of this Lease, and the Community offers one or more of the Technology Package services, Resident shall be allowed to use such amenities in accordance with a separate addendum for the applicable fee.

i. Activation Charge. Whether the Technology Package is offered as part of the Monthly Rent or for a separate fee, Resident agrees to pay an activation charge not to exceed \$50. This activation charge will be a one-time fee due upon move in to cover the Owner's administrative costs with respect to having third party communication providers deliver technology-related services in the Unit and the Community.

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- ii. **Adding or Subtracting Technology Package.** In the event Technology Package amenities are not included in the Monthly Rent, Owner shall have the right during the term of this Lease to add such amenities as part of Resident's Monthly Rent by providing Resident with at least 30 days written notice and requiring that Resident pay an additional fee as part of the Monthly Rent. In the event Owner requires Resident to pay an additional fee for the Technology Package amenities, the Monthly Rent shall be increased by the amount indicated in Owner's notice. In the event that Owner's costs of providing the Technology Package amenities (including costs directly paid to communications providers or any indirect costs of the Owner associated with administering the amenities) to Resident increase, Owner shall have the right to increase the Monthly Rent by the amount of such increased costs (not to exceed \$5.00 per month) by providing Resident with at least 30 days' prior written notice. In the event of such notice, the increased Monthly Rent will commence on the first day of the month after the expiration of 30 days from the date of Owner's notice. In the event that any Technology Package amenity is provided as part of the Monthly Rent identified on page 1 of this Lease, Resident acknowledges that to the extent allowed by applicable law, the Owner may discontinue such amenity by providing Resident at least 30 days prior written notice of such discontinuation in service. In the event Owner provides such notice to Resident, Resident acknowledges that Resident's ability to receive the applicable amenity after Owner's termination date will be at Resident's sole option and expense by contacting the applicable service provider.
 - iii. **Technology Providers.** Resident also acknowledges that the communications providers supplying the Technology Package amenities are independent contractors, that the communications providers are responsible for all repairs or service, and that the Owner makes no representations or warranties with respect to any service, repair or warranty of any communications provider.
 - iv. **Wireless Hi-Speed Internet.** In the event that wireless hi-speed internet access service is provided to the Unit, Resident agrees to comply with all rules applicable to access and use of wireless hi-speed internet including complying with all local, state, federal and international laws and regulations which may apply to such access or use. Resident also agrees that neither the Owner nor the Owner's managing agents are responsible for security, viruses, controlling spam, malfunctions or interruption of internet service to the Unit or the Community. To the extent allowed by applicable law, Resident holds the Owner and its managing agents harmless from any and all claims relating to internet activity, malfunctions or interruption of service.
 - v. **Technology Equipment.** In the event that any wiring, cable, internet or technology-related equipment is provided in the Unit or in connection with the Technology Package Program, Resident agrees to maintain such wiring, cable or equipment in good condition and leave such wiring, cable or equipment in the Unit following Resident's occupancy. In the event that such wiring, cable or equipment is provided and either lost, stolen, damaged or otherwise not left in the Unit in good condition at the end of Resident's occupancy of the Unit, Resident shall pay the cost to repair or replace, as the case may be, such wiring, cable or equipment. In the event that wiring, cable or equipment is provided to Resident, Resident shall be responsible for returning such wiring, cable or equipment to the provider in accordance with the provider's instructions. In the event wiring, cable or equipment is not provided to Resident either in the Unit or in connection with the Technology Package Program, Resident acknowledges that it is Resident's responsibility to obtain any wiring, cable or equipment necessary to receive the Technology Package.
- d. **Valet Waste.** In the event Valet Waste is included in Monthly Rent identified on page 1 of this Lease, Resident shall comply with all applicable rules established by Owner regarding the Valet Waste Service. Resident acknowledges that, to the extent allowed by applicable law, the Owner may discontinue Valet Waste service by providing Resident at least 30 days' prior written notice of such discontinuation in service; in which case, the Monthly Rent will be reduced by the cost of Valet Waste to Owner as identified in the Owner's notice effective as of the first day of the calendar month following 30 days from the date of Owner's notice. Additionally, in the event Valet Waste costs (including costs paid by Owner for the trash disposal statement and any indirect costs by Owner associated with providing valet waste service) increases, Owner shall have the right to increase the Monthly Rent by the amount of such increased costs (not to exceed \$5.00 per month) by providing Resident at least 30 days' prior written notice. In the event of such notice, the increased Monthly Rent will commence on the first day of the calendar month after the expiration of 30 days from the date of Owner's notice.
- e. **Vendors.** Resident acknowledges that, from time to time, the Owner may distribute marketing materials from various vendors that have made arrangements with the Owner to provide services to residents of the Community. Resident acknowledges that, notwithstanding Resident's use of such vendors or

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any other vendors, Owner makes no representations or warranties that the communities infrastructure (including cabling or wiring for internet or other computer related services) are compatible with or failsafe when used with any particular vendor's services. Resident acknowledges that vendors serving residents generally in the Community are not affiliated with, not sponsored by or related to Owner unless Owner expressly advises Resident otherwise in writing and that Resident will not hold Owner responsible for the acts or omissions or services provided by such vendors. Resident represents that Resident will conduct Resident's own inquiry and due diligence with respect to retaining such vendors and releases the Owner from any and all liability, responsibility or claims of any nature whatsoever with respect to any services provided by any such vendors.

f. See State Addendum for additional provisions.

13. **Pets.** Pets are not permitted in the Unit or the Community unless approved in writing by the Owner. The Owner will authorize an assistance animal for a disabled person in accordance with applicable provisions of fair housing laws, rules and regulations. In the event that a pet is allowed in the Community, Resident acknowledges that Resident must sign a pet addendum thereby agreeing to adhere to Owner's pet regulations, including any applicable breed or pet-type restrictions or pet weight limit, pay an additional security deposit, pay a nonrefundable pet fee and pay any applicable additional Rent required by Owner due to the presence of Resident's pet. In the event an additional security deposit is paid, Resident acknowledges that this additional deposit will become part of the general Security Deposit and may, to the extent permitted by applicable law, be used as security for Resident's payment of Rent and other charges due under this Lease whether or not the charges are related to Resident's pet. Resident acknowledges that pets, if any, allowed in the Community must be kept on a leash at all times when in the common areas and that Resident is responsible for cleaning up after Resident's pet. In the event that Resident violates any restrictions or policies regarding pets, Resident will be deemed to be in default of this Lease, in which case, Owner shall be entitled to pursue any and all rights and remedies it has against Resident. Owner's rights shall include the right to require Resident to immediately remove any unauthorized pet or sign a pet addendum and pay the appropriate deposits and fees. Resident shall be responsible for paying a fee of up to \$500 per violation in the event that Resident fails to comply with these rules. Additionally, the Owner may call the appropriate authorities and have the pet removed if: (i) there is an unauthorized pet in the Unit; (ii) the pet is left in the Unit for an extended period of time without being properly supervised; (iii) the pet has been abandoned; (iv) Resident has failed to care for a sick pet; or (v) the pet has been left unattended in the Community.
14. **Keys.** Upon the execution of this Lease, Resident acknowledges that Resident has been provided with the keys identified on the Inventory and Condition Form. Resident agrees that the Owner's managing agent is entitled to have a key to the Unit. If a lock change is requested by Resident, such request must be in writing and Resident may be subject to a lock change fee.
15. **Permitted Use.** Resident and all Occupants as listed on this Lease shall occupy the Unit during the term of this Lease and use the Unit solely for residential purposes. Resident shall not permit the Unit to be used for any other purpose.
16. **Security.**
 - a. Security-related mechanisms in the Community. Resident recognizes that no security devices or measures on the property are fail-safe or designed to provide Resident, Occupants of the Unit or their respective guests with personal security of any type whatsoever. In the event the Community offers an intrusion alarm, Resident acknowledges that Resident has been given separate instructions on the proper operation of the alarm, that any alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Any charges resulting from the use of the alarm will be charged to Resident, including but not limited, to any false alarms with police, fire or ambulance response or other required governmental charges. In the event that Owner has engaged the services of a patrol service or patrol personnel, Resident acknowledges that any such patrol will not be equipped to provide personal security to Resident, Occupants of the Unit or their respective guests and will only serve as additional eyes and ears for the Owner's managing agent. In the event that the Community is equipped with simplex locks to the fitness center, laundry rooms, pool or other areas, Resident understands that pass codes are for Resident's use only and that Resident must accompany all guests. In the event the Community has cameras in the common areas, Resident acknowledges that: (i) the cameras may malfunction or be rendered inoperative; (ii) there is no guarantee or warranty that the cameras will function on a 24 hour basis or that images from the cameras will record or be stored or preserved; and (iii) Owner shall have no obligations to provide any images or recordings from the camera unless the release is properly requested by law enforcement personnel. Resident acknowledges that Owner is not and shall not become liable to resident, Occupants of the Unit or their respective guests for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of any security-related mechanisms in the Community including, but not necessarily limited to, intrusion alarms, patrol personnel, access gates or locks to common area facilities available to Resident. Owner reserves the right

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to, at any time, increase, decrease, eliminate, or add any security-related measures or mechanisms or access controlled devices or systems as it deems appropriate in its sole and absolute discretion.

b. Access Control System. Owner shall have the right but not the obligation to install or contract for the installation or provision of an Access Control System for the Community. Access Control System shall mean any surveillance, monitoring or other system intended to control access. By way of example, and not by limitation, this term may include electronic entrance gates, a manned or unmanned gatehouse, a roving attendant or a combination thereof.

c. Residents' Responsibility. Resident acknowledges that Owner does not represent or warrant that any security related mechanism: (i) will not be compromised, circumvented or malfunction; (ii) will prevent loss by fire, smoke, burglary, theft, holdup, or other criminal conduct; or (iii) will provide the detection which the system is designed or intended. Owner shall not be liable to the resident and occupants of any unit, their guests or invitees, as applicable, for any loss that may occur by reason of the criminal acts of others including, but not limited to, break-ins, burglaries or acts of vandalism. Each resident is responsible for protecting and insuring themselves in connection with such acts or incidents. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PROVISION OF ANY SECURITY RELATED MECHANISM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OR LEVEL OF SECURITY WITHIN THE COMMUNITY. OWNER DOES NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY SECURITY RELATED MECHANISM OR THAT ANY SUCH MECHANISM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MECHANISM IS DESIGNED TO MONITOR SUCH OCCURRENCES.

d. Patios and Balconies. Resident acknowledges that Resident and all guests of Resident shall comply with all Community Policies with respect to the use and occupancy of patios and balconies. Resident further acknowledges that Resident will be responsible for assuring that: (i) the patio or balcony is not overcrowded; (i) no items will be placed on the patios or balconies that cause an excessive amount of weight on the patios or balconies; (iii) no items will be placed on the patios or balconies that could blow or fall off of the balcony or patio; and (iv) no items will be placed on or over the balcony or patio railings.

17. Lakes. Resident acknowledges that the Community's lakes, if any, are for aesthetic purposes only. Swimming and boating are not allowed in lakes and waterways by Resident, Occupants of the Unit or guests. Fishing, if permitted at all, is on a "catch and release" basis only. Resident shall not use or permit any guests or Occupants to use the lakes for swimming, bathing, boating or any other recreational activity. Resident acknowledges that the lakes can be deep in places and that there are no fences around or lifeguards at the lakes and that the use of the lakes for any other reason by Resident or any guests or Occupants is strictly prohibited. Resident further agrees that Owner is not liable to Resident, Resident's guests or any other occupants for personal injury or damage or loss resulting from the use of the lakes by Resident or Resident's guests or Occupants. Resident must take whatever steps necessary to assure compliance with this provision by you as well as Resident's guests and Occupants who reside in the Unit. Resident agrees to comply with any and all signs and rules and regulations which Owner may, from time to time, adopt with respect to the lakes and to assure such compliance by Occupants and guests.

18. Wild Animal Hazards. Resident acknowledges that Resident is aware that the Community contains or is located adjacent to certain undeveloped property which may contain or harbor wild animals, snakes or insects. Do not feed these animals. Resident is aware that wild animals present certain inherent and substantial hazards to persons and property. Despite these hazards, Resident has chosen to rent the Unit and hereby fully assumes the risk of these hazards. Owner and Owner's respective agents and employees shall not be liable for any injuries, claims, deaths, damages, or losses to persons or property (including but not limited to pets or vehicles of Resident and Occupants and their respective guests and invitees) in any way caused by or related to wild animals which either reside within the Community or travel through the Community. To this end, it is expressly understood and agreed by the parties that Owner and Owner's representatives are not insurers and that insurance covering personal injury and property loss or damage occurring on, in or near the Unit shall be obtained by Resident to cover any injury, claim, death, damage or loss to Resident, or Resident's guests or invitees may incur or suffer. It is further understood and agreed by the parties that the Rent being charged Resident is not sufficient to guarantee that no loss, damage or injury will occur.

19. Insurance.

a. Insurance Requirements. Owner requires that Resident maintain, at Resident's sole expense, renter's insurance during the term of this Lease and any subsequent renewal periods to help protect Resident, Resident's property and Owner's property. Resident agrees to provide Owner with proof of all required insurance issued by a licensed insurance company of the Resident's selection. The limits of liability must be in an amount not less than the lesser of (i) \$100,000 per occurrence or (ii) the maximum amount

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permitted by applicable law. The Community must be listed on the policy as an "additional insured" or "interested party".

b. **Referral of Insurance Provider.** Resident acknowledges that, if Owner informs Resident of an insurance carrier that provides Resident with an opportunity to purchase renter's insurance or liability insurance policies, Owner is doing so only for the purpose of informing Resident and not, in any way, to aid in the transaction of the business of the carrier. Owner will not discuss specific insurance policy terms or conditions with Resident. Resident acknowledges that Owner does not engage in the business of insurance by receiving or collecting any consideration for insurance, including, but not limited to, a premium. Owner does not directly or indirectly act as an agent for or otherwise represent or assist an insurer or person in any aspect of the business of insurance including, but not limited to, soliciting, negotiating, procuring or effectuating insurance or a renewal of insurance or disseminating information relating to coverage or rates. The Owner does not own or operate an insurance company and makes no guarantees, representations or promises concerning insurance or services provided by an insurance carrier, whether or not Owner identifies an insurance carrier for Resident to call. Resident is under no obligation to purchase renter's insurance or liability insurance through any specific carrier.

c. **Failure to Maintain Insurance.** In the event Resident fails to maintain renter's insurance as required by this section, Resident shall be in violation of the Lease; in which case, Owner shall be entitled to pursue any rights or remedies. Additionally, Resident shall be required to pay, as a liquidated damage, as a result of Resident's default, \$25.00 per month on or before the first day of each month following Resident's default, to Owner as additional rent. Resident acknowledges that: (i) the liquidated damage assessed in this section is a reasonable estimate of uncertain damages to the Owner that is incapable of precise calculation and results from Owner's time, cost and additional exposure resulting from Resident's failure to maintain the proper level of insurance; (ii) Owner may, but is not obligated to, use the liquidated damage amount to purchase coverage for property damage to protect Owner from damage caused by Resident; (iii) if Owner purchases additional insurance, such insurance will not protect Resident against loss or damage to Resident's personal property or belongings; and (iv) subrogation will be allowed with respect to any claims Owner's insurance carrier may have against resident.

d. **Protection of Resident's Property.** Owner is not responsible for, and will not provide fire or casualty insurance for, the personal property (including any vehicles) of Resident or Occupants of the Unit. Neither Owner nor Owner's managing agent shall be liable to Resident, other Occupants of the Unit or their respective guests for any damage, injury or loss to person or property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, the criminal acts of others or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Owner. Owner has no duty to remove ice, sleet, or snow from any areas within the Community. Resident assumes all risks with respect to, and Resident is required to secure insurance in accordance with subparagraph (a) above. Unless prohibited by law, Resident waives any insurance subrogation rights or claims against Owner, Owner's managing agent or their respective insurers.

20. **Notice of Injuries.** In the event that Resident or any Occupants or any of their guests or visitors suffer any damage or injury for which they believe that Owner might be liable, the Resident agrees to notify Owner in writing within ten (10) days of the occurrence of the injury, or as soon after the injury as practical, whichever is sooner. The failure of Resident to notify Owner of any of these injuries or damages will be a breach of this Lease, and to the fullest extent allowed by applicable law, Resident will be responsible to Owner for any loss which Owner might suffer arising out of Resident's failure to notify Owner, including Owner's inability to determine the cause or responsibility for the injuries or damages.
21. **Conduct of Resident, Occupants and Guests.** Resident agrees that Resident, Occupants of the Unit or their respective guests or invitees shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, or convenience of others in or near the Community; (iii) disturb or disrupt the business of Owner or Owner's managing agent; (iv) engage in or threaten violence; (v) be arrested for or engage in criminal conduct (felony or misdemeanor) involving actual or potential risk of harm to a person or any sex-related conduct; (vi) violate criminal laws, regardless of whether arrest or conviction occurs; (vii) display, discharge, or possess a gun, knife or other weapon in a way that may alarm others; (viii) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit or anywhere else at the Community; (ix) maintain the Unit in an unclean, unkempt or hazardous condition; (x) bring or store hazardous materials in the Unit or in the community; or (xi) injure the reputation of the Owner or the Owner's managing agent by making bad faith allegations against the Owner or Owner's managing agent to others. Solicitation will not be allowed at the Community unless written permission from the Owner or Owner's managing agent is given.
22. **Policies.** Resident agrees to abide by any and all posted rules and community policies including, but not limited to, rules with respect to noise, disposal of refuse, pets, parking and use of common areas. Further, Resident agrees to abide by all amendments and additions to said rules after due notice of any such

Owner's Agent Initials _____

Resident's Initials _____

amendments or additions. At the time of execution of this Lease, Resident acknowledges that Resident has signed and received a copy of all current community policies pertaining to the Unit and the Community.

23. **Fitness Room And Other Facilities.** The use by Resident, Occupants and guests of the fitness room and other common facilities, including use of any fitness equipment or weights in the fitness room, is at the user's sole risk and Resident assumes full responsibility for any injuries which may result from the use of the fitness room or other common facilities by Resident, Occupants or guests. Resident agrees to indemnify and hold harmless Owner, Owner's managing agent and their respective agents and employees from and against any and all claims or demands, costs or expenses, arising out of or in any way related to use by Resident, Occupants and guests of the fitness room and other common facilities including, but not limited to, any personal injuries, damages or other losses. Resident shall assure compliance with all posted rules.
24. **Satellite Dishes.** To the extent allowed to be restricted by Owner under applicable law, Resident agrees to abide by the following provisions:
- a. No antenna or satellite dish may exceed one meter (39 inches) in diameter.
 - b. No antenna or satellite dish may protrude beyond the horizontal or vertical space that is leased to the Resident for the Resident's exclusive use, including any patio area leased by Resident (installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, common areas or in any other area that other residents are allowed to use). Allowable locations may not provide an optimal signal or any signal at all.
 - c. An antenna or satellite dish must serve only one Unit.
 - d. No antenna or satellite dish may be attached to a balcony railing or fence except by a bracket that does not require holes to be made in the railing or fence.
 - e. Installation of the antenna or satellite dish shall occur only between the hours of 8:00 a.m. and 9:00 p.m.
 - f. The installation of the antenna or satellite dish shall not cause any holes to be made in any ceiling, exterior wall, window or door or the Unit or the roof, walls, windows or doors of any building in the Community.
 - g. The installation of the antenna or satellite dish must conform to local fire and safety codes and building codes.
 - h. Resident shall be solely responsible for maintaining any antenna or satellite dish installed and all related equipment.
 - i. Resident must remove the antenna or satellite dish and other related equipment when Resident moves out of the Unit; Resident will be responsible for paying for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Unit to its condition prior to the installation of the antenna or satellite dish or related equipment.

Resident hereby releases, indemnifies and holds harmless Owner, Camden Development, Inc. as well as their respective affiliates, owners, shareholders, partners, officers, directors, employees, agents, successors and assigns from and against any and all obligations, liabilities, claims, losses or actions of any nature whatsoever, whether in contract, in tort or otherwise relating to, arising out of, or in any way connected with the installation, use or maintenance of an antenna or satellite dish in the Unit or the Community, including the balcony, balcony railing or patio which may be deemed to be a part of the Unit. Resident shall pay, upon demand, Owner for any and all expenses, exceeding ordinary wear and tear, arising out of or caused by the installation, use or maintenance of an antenna or satellite dish.

25. **Reimbursement.** In the event that any damage or loss to Owner is caused by Resident, Occupants of the Unit or their respective guests or invitees (including contractors), Resident shall be liable for such damage or loss and shall immediately reimburse Owner for such damage or loss. **Unless caused by the Owner's negligence, the Owner is not liable for and Resident must pay for repairs, replacement costs and damage to the following if occurring during the term of this Lease (including any month-to-month renewal): (i) damage to doors, windows or screens; (ii) damage from windows or doors left open; and (iii) damage from wastewater stoppages caused by improper objects in lines exclusively serving the Unit. Resident acknowledges that the repairs, replacement costs and damages for which Resident will be responsible include damages caused by Resident, Resident's household members, pets, guests or agents. At Owner's discretion, Resident shall pay for such repairs in advance; any delay or postponement in demanding payment for such sums shall not waive Owner's right to demand such payment.**

Owner's Agent Initials _____

Resident's Initials _____

26. **Smoke Alarms.** Resident acknowledges that the smoke alarm or smoke alarms (if any are required to be in the Unit pursuant to applicable law) in the Unit are in good working order at the beginning of Resident's possession of the Unit. Resident agrees that Owner's duty to inspect and repair a smoke alarm, pursuant to applicable law is expressly conditioned upon the Resident giving the Owner written notice of a malfunction or request to Owner that the smoke alarm be inspected or repaired. Resident must make Resident's request for installation, inspection or repair in writing. To the fullest extent allowed by applicable law, Resident is responsible for replacing all smoke alarm batteries.
27. **Default by Owner.** Owner agrees to abide by applicable law regarding repairs and performance under this Lease. ALL REQUESTS FOR REPAIRS MUST BE IN WRITING. Unless exercising a right specifically granted by applicable law, Resident shall not be entitled to any abatement of Rent for any inconvenience or annoyance in connection with Owner's repairs or maintenance and may not withhold Rent under any circumstances, regardless of any alleged failure by Owner to repair or maintain, unless otherwise provided by applicable law. **To the extent allowed by applicable law, Resident waives any ability or right to serve as a representative party for others similarly situated or participate in a class action suit or claim against the Owner or the Owner's managing agents. Resident acknowledges that this waiver does not, in any way, affect Resident's right to pursue any rights or remedies Resident may have against Owner as a result of Owner's default. This waiver only restricts Resident's ability to serve as a representative party or participate in a class action suit or claim against Owner or Owner's managing agents.**
28. **Default by Resident.** If Resident fails to pay Rent or other lawful charges when due or gives false information on any application for rental, or if Resident, Occupants or their guests fail to comply with any other term, covenant or condition of this Lease, Owner may pursue any rights or remedies provided by applicable law. (See attached State Addendum for additional provisions.) In addition to the foregoing, in the event Resident defaults under this Lease, Resident shall be liable to the fullest extent allowed by applicable law for repayment of the value of any rent concessions received by Resident and for any court costs and reasonable attorneys fees incurred by Owner to enforce this Lease (including any attorneys' fees in any court action in which the Owner prevails) plus interest on all unpaid amounts at the rate of eighteen percent (18%) per annum from the due date until paid. Provided, however, if the assessment of interest at the rate of eighteen percent (18%) per annum violates applicable usury laws, the parties agree that the rate of interest on all unpaid amounts shall be the maximum rate allowed by applicable law, and Resident will not be required to pay interest or other amounts in excess of the amount allowed by applicable law. Acceleration of Rent by Owner is subject to any duty Owner has under applicable law to mitigate damages. Owner may report unpaid Rentals or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. **RESIDENT HEREBY AUTHORIZES OWNER OR OWNER'S AGENTS TO OBTAIN AND HEREBY INSTRUCTS ANY CONSUMER REPORTING AGENCY TO FURNISH A CONSUMER REPORT UNDER THE FAIR CREDIT REPORTING ACT TO OWNER OR OWNER'S AGENTS TO USE SUCH CONSUMER REPORT IN ATTEMPTING TO COLLECT ANY AMOUNTS DUE AND OWING UNDER THIS LEASE OR FOR ANY OTHER PERMISSIBLE PURPOSE.**
29. **Entry.** Subject to any requirements provided by applicable law, Owner (and any agent or vendor authorized by Owner) shall have the right to enter the Unit (as well as any garage or storage unit leased by Resident) for any reasonable business purpose which includes, but is not necessarily limited to, making repairs or replacements, doing preventative maintenance, leaving notices, removing health or safety hazards, inspecting the Unit in case of emergency, allowing entry by law enforcement officers, showing the Unit to prospective residents or buyers and showing the Unit to lenders, appraisers, contractors, insurance agents or other vendors of the Owner.
30. **Alterations.** Unless required to be permitted by law, Resident shall not make or permit to be made any alterations, additions or attachments to the Unit or the Community (including any garage or storage unit used by Resident) or any part thereof including, but not limited to, the balcony or overhang, or change or add any lock, without the prior written consent of Owner. At any time, Owner may remove, at Resident's sole cost and expense, any fixtures, alterations, additions or property which does not conform with this Lease or any rules or regulations established by Owner.
31. **Construction, Casualty and Environmental Issues.**
- a. **Construction.** In the event that the Community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas.
- b. **Mold Related Conditions.** Resident represents that at the commencement of Resident's occupancy of the Unit, Resident has inspected the Unit and has found the Unit to be free of signs of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Unit or discoloration or staining in the sheetrock of the Unit, at any time during Resident's occupancy of the Unit, Resident shall immediately provide written

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notice to Owner of any such condition. Resident agrees that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (i) excessive moisture can collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Unit clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Unit and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Unit through proper operation of the air conditioning and heating systems and plumbing fixtures.

c. Resident's Compliance with Rules. Resident shall be responsible for any damages caused by the failure of Resident, Occupants of the Unit or their guests or invitees to comply with any rules or regulations established by Owner including, but not limited to, damages caused to pipes when freeze guidelines are not followed and damages caused by Resident's failure to maintain utilities in the Unit. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain the Unit in accordance with this provision.

d. Owner's Right to Terminate Lease. Unless otherwise provided by applicable law, the Owner may, but is not be obligated to, terminate this Lease by giving no less than twenty-four (24) hours' notice to Resident if the Unit or the Community in general is rendered uninhabitable due to: (i) fire or catastrophic damage; (ii) environmental issues including, but not limited to, the existence of mold, radon gas, bed bugs, structural defects or any other condition that may affect the habitability of the Unit; (iii) a condemnation taking; or (iv) any causes beyond the control of the Owner. Unless otherwise provided by applicable law, the Owner may terminate this Lease by giving no less than thirty (30) days' notice to Resident if the Unit or the Community in general is undergoing, or about to undergo, repairs or rehabilitation (not caused by fire, catastrophic damage, environmental issues, condemnation taking or causes beyond the control of the Owner) which will render the Unit or the Community in general uninhabitable, as determined by Owner in its sole opinion. Resident understands and agrees that the Owner may, at any time, convert the Community to a condominium or cooperative development; if the Community is converted and the Unit is to be sold to the public, Owner may elect to terminate this Lease by giving the Resident no less than thirty (30) days written notice or within such other time frame allowed by applicable law. In the event of Owner's termination under this section, Resident shall vacate the Unit and remove all of Resident's personal belongings from the Unit and Rent will be prorated accordingly through the termination date.

e. Odors. Resident agrees that, to the fullest extent allowed by applicable law, Owner shall have no duty to make the Unit smoke-free or odor-free to Resident's satisfaction, particularly where smoke, odors or smells are caused by others in the Community. Resident acknowledges that certain smells (to include cooking certain types of food), odors, and tobacco smoke caused by Resident or others in the Community have the capability of penetrating walls, ceilings, and floors and Resident further agrees that this reality is inherent in any multi-family living environment such as condominiums, apartments or any other multi-family housing communities. Resident agrees that it is impossible or unreasonably impractical for Owner to prevent odors, smoke, and other smells from entering the Unit from neighboring rental units and, except as provided by law, Owner has no duty to prevent odors, smoke and other smells from entering the Unit from neighboring rental units.

f. Noises. Resident acknowledges that, due to the inherent nature of multifamily living environments, there is no guaranty that the Unit will be quiet, safe, or peaceful. Resident agrees that certain everyday sounds such as walking, talking, cleaning, using common appliances, and the occasional entertaining of guests will penetrate walls, floors, and ceilings, and as such, Resident agrees that Owner cannot guarantee that Resident will have a quiet and serene living environment. As such, Resident agrees that it is impossible or unreasonably impractical for Owner to prevent noises or sounds from penetrating the walls, floors, and ceilings of the Unit. Except as provided by law, Owner shall have no duty to prevent noises or signs from penetrating the walls, floors and ceilings of the Unit.

g. Bed Bugs and Pest Control. Resident acknowledges that: (i) bed bugs can be transported to the Unit through bedding, clothes, fabrics or other items moved by Resident into the Unit; and (ii) if bed bugs infest the Unit, treatment involves not only the Unit but also the surrounding units. Resident represents that Resident has not had a previous issue with bed bugs and that no bed bugs will be transported into the Unit by Resident. In the event that a bed bug issue arises in the Unit, Resident shall be responsible for: (i) washing all clothes, bed sheets, draperies, towels, etc. in extremely hot water; (ii) thoroughly cleaning all luggage, handbags, shoes and clothes; and (iii) cooperating with the Owner's remediation efforts including immediately disposing of mattresses, seat cushions or other upholstered furniture, if requested. In the event that the Community has regular pest control treatments, unless pest control is included in the Total Monthly

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Resident's Initials _____

Rent identified on page 1 of this Lease, or otherwise prohibited by applicable law, Resident agrees to pay the monthly charge not to exceed \$5.00 per month for pest control service which will be added as a separate line item on the bill Resident receives for water, sewer and trash services. In the event there are bed bugs or other pests in the Unit not caused by the Owner, Resident agrees to pay Owner, upon demand, for all bed bug-related pest control treatments, which Resident acknowledges may involve treatment of not only the Unit but also surrounding units in the Community. In the event that Resident's representations with respect to the bed bugs is untrue or Resident fails to comply with any terms of this provision, Resident shall be deemed to be in default of this Lease; in which case, Owner shall be entitled to pursue any rights or remedies available under the Lease or applicable law including, but not limited to, terminating the Resident's right to possession of the Unit. Resident hereby agrees that the Owner may, but shall not be obligated to, give twenty-four (24) hours' notice prior to the application of a pesticide in the Unit. Provided, however, if Resident requests the application of the pesticide, no prior notice is required. Residents who have concerns about specific pesticides shall notify Owner in writing. If Resident desires to leave the Unit during the period of application, Resident agrees that no offset of rent, damages, or any claim whatsoever shall be sought against Owner. Resident also agrees to release and hold Owner harmless from any allergic reactions or other medical conditions as a result of the application of any pesticide. If bed bugs are determined to be present in the Unit, Owner may, at its sole discretion, and to the extent allowed by applicable law, terminate this Lease and require Resident to vacate the Unit and move all of Resident's personal property including furniture, clothing and all other property out of the Unit. Resident acknowledges that Owner's right to terminate this Lease and obtain possession of the Unit is regardless of who is responsible for causing the infestation or presence of bed bugs.

32. **Parking.** Resident shall comply with all rules and regulations pertaining to parking in the State Addendum and Community Policies in addition to the following:

a. **General Guidelines.** Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Community. Unless Owner notifies Resident otherwise, Resident's parking space(s) shall be unassigned. Neither Resident nor Occupants of the Unit nor their respective guests or invitees (including contractors) or others shall park in NO PARKING ZONES or other restricted areas. Vehicles parked in restricted areas will be subject to being towed in accordance with applicable law. Vehicles that have expired registration or inspection stickers or license tags or are inoperable are subject to being towed at the vehicle owner's expense according to applicable law. Additionally, vehicles may not be stored in the parking area of the Community. If any vehicles are parked in the Community for a period of 15 days or more without being moved, the vehicles will be considered abandoned and subject to being towed in accordance with state law. Resident shall only be allowed to wash vehicles in designated areas of the Community; if no areas have been designated, Resident shall not wash vehicles in the Community. Resident shall not repair vehicles in the Community. Vehicles parked in tow away zones, fire lanes, reserved parking, disabled parking or blocking a trash receptacle are subject to being towed at the vehicle owner's expense in accordance with applicable law. All posted speed limits must be observed. When a speed limit is not posted, the speed limit in the Community is 10 MPH. Motorcycles and motorbikes are considered motor vehicles and should be treated as such. Unless the Owner provides written consent and the appropriate documentation is provided, no trailers, motor homes, unauthorized boats, campers or large trucks are allowed on any parking facilities. Resident shall not park a motor vehicle on the lawn or sidewalks, or any other areas not designated as proper parking facilities, even when moving into or out of the Unit. Vehicles taking up more than one parking space will be subject to being towed at the vehicle owner's expense in accordance with applicable law. Neither Owner nor Owner's management personnel shall be liable for any damages or costs arising out of any claims, loss, damage or liability from towing unauthorized vehicles from the Community. Resident hereby indemnifies and holds harmless the Owner, the Owner's managing agent as well as their respective officers, employees, agents, successors and assigns from and against all damages, loss, or liability (including attorneys' fees and court costs) arising out of or connected with the towing of unauthorized vehicles owned or operated by Resident, Occupants of the Unit or their respective guests or invitees (including vendors) from the Community.

b. **Garages and Carports.** In the event the Community offers the use of a garage or a carport in addition to your Unit, Resident acknowledges that the garage or carport, as the case may be, is for parking Resident's vehicle only; neither garages nor carports are to be used for storage. The storage space, if any, provided with the Unit is to be used for storage needs. Owner may change Resident's designated parking space, garage or carport assignments during the term of this Lease by providing Resident with at least 10 days' prior written notice of such reassignment. In the event of a reassignment, Resident shall sign the appropriate documents requested by Owner to evidence the reassignment.

33. **Owner's Acceptance of Mail Packages.** In the event that Owner accepts delivery of Resident's mail or packages, Resident acknowledges that Owner is not responsible for lost, stolen or damaged items and Resident releases Owner from all liability with respect to the acceptance or storage of any mail or packages. Management reserves the right to refuse any electronic devices and exceptionally large and/or heavy packages and may limit the number of packages accepted. If packages are not picked up within three (3) working days, Management reserves the right to return them.

Owner's Agent Initials _____

Resident's Initials _____

34. **Notices.**

a. **To Resident.** Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will immediately notify the Owner in the event that Resident's electronic mail address changes for any reason. Notice to Resident for any reason under this Lease shall be proper if given by any method allowed by applicable law or by first class mail, certified mail, return receipt requested, overnight delivery, or by hand delivery to the Unit or to Resident at the address of the Unit. Notice to Resident shall also be proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or, unless Resident instructs Owner otherwise in writing, by electronic mail at the electronic mail address provided by Resident. Notice to Resident for all purposes, unless applicable law provides otherwise, shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed. If notice is being provided by Owner to Resident and there is more than one Resident under this Lease, at Owner's discretion, notice to one Resident shall constitute notice to all Residents. Additionally, if notice (including notice requesting service or permitting entry into the Unit) is being provided to Owner by Resident and there is more than one Resident under this Lease, at Owner's discretion, notice from one Resident shall constitute notice from all Residents.

b. **To Owner.** Notice to Owner for any reason under this Lease shall be proper if given by any method allowed by applicable law or by first class mail, certified mail, return receipt requested, overnight delivery, or by hand delivery to the Owner or the Community Manager in the management office of the Community. Notice by mail shall be to the address of the Community as identified on page 1 of this Lease. The name of Owner's managing agent of the Community, and the party who is authorized to act for and on behalf of Owner for the purpose of receiving notices from the Resident, is Camden Development, Inc., c/o Community Manager. Resident shall not rely on electronically mailed notices to Owner. Notwithstanding the foregoing, Owner shall also have the option of accepting, but not the obligations to accept, electronically mailed notices from Resident in Owner's sole discretion.

35. **Lease Subordination.** This Lease is and will be subject and subordinate to the lien and provisions of any mortgages or deeds of trust now or hereafter placed against the Community or against Owner's interest or estate in the Community, and any renewals, modifications, consolidations and extensions of such mortgages or deed of trust, without the necessity of the execution or delivery of any further instruments by or to Resident to effect subordination. If any future mortgagee elects to have this Lease subordinated to the lien of such mortgagee's mortgage or deed of trust, and gives notice of such election to Resident, Resident shall execute any appropriate documents to subordinate this Lease to the lien of such mortgage or deed of trust. Resident will execute and deliver upon request from Owner, such further instruments evidencing the subordination of this Lease to any mortgage or deed of trust. In the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust against the Community, Resident will, upon request of any person or party succeeding to Owner's interest as a result of such proceedings, attorn to such successor in interest and recognize such successor in interest as Owner under this Lease; provided, however, unless otherwise provided by applicable law, in no event shall Resident have the right to terminate this Lease in the event of foreclosure by any lienholder of the Community.

36. **Disclosure of Information.** Resident hereby authorizes Owner to disclose information, upon request, relating to Resident's occupancy or other information in Resident's lease file for law-enforcement, governmental or business related purposes. Mortgage companies may be invoiced a minimum of \$25.00 per report for rental history inquiries.

37. **Verbal Representations and Waiver.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose duties (including duties related to security issues) or other obligations on Owner or Owner's representatives unless in writing. The failure by Owner or Owner's managing agent to enforce any terms of this Lease shall not constitute a waiver by Owner or Owner's managing agent of the right to enforce the terms of the Lease at any subsequent time. The acceptance of Rent due after any default shall not be construed to waive any right of Owner or affect any notice given or legal action commenced.

38. **Applicable Law.** This Lease shall be governed by the laws of the state in which the Unit is located; this Lease is performable and venue for any action shall be proper in the county in which the Unit is located.

39. **Partial Invalidity.** If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Owner's Agent Initials _____

Resident's Initials _____

40. **Liability of Owner's Managing Agent.** Resident acknowledges that Camden Development, Inc. is signing this Lease as agent, and not as principal, for the Owner whose assumed name is the name of the Community. Accordingly, Resident agrees that it will not hold Camden Development, Inc. responsible or liable for compliance with this Lease and that Resident's sole cause of action for breach of this Lease will be against Owner. Resident understands that Camden Development, Inc. is relying upon the statements contained in this paragraph as a basis for signing this Lease as agent on behalf of Owner.
41. **Signatures Required to Bind Parties.** Resident acknowledges that: (i) Resident and Owner's leasing representative have reviewed this Lease (including all addenda to this Lease); (ii) Owner's leasing representative, as "Owner's Agent" and Resident have initialed each page of this Lease and selected provisions where indicated; and (iii) Resident has agreed to the terms, covenants and conditions provided in this Lease and signed the page of this Lease on which the Resident's signature blank appears. To the extent allowed by applicable law and notwithstanding the initials provided by the respective parties and Resident's signature, Resident further acknowledges that this Lease shall only be binding upon Owner for a period of 30 days from the date on which the Lease term begins (such 30 day period shall be referred to as the "Temporary Lease Period") unless the Owner's agent for the Community has signed this Lease on behalf of Camden Development, Inc., as agent, not as principal, for the Owner where indicated in the end of this Lease. At the time the Owner's agent signs this lease, it becomes binding upon both parties for the full term of the Lease. In the event that the Owner's agent objects to any terms, covenants or conditions provided in this Lease, Resident will be so notified within the Temporary Lease Period and this Lease shall terminate effective as of the end of the Temporary Lease Period unless the Resident agrees with the revised terms, covenants and conditions. In the event of such termination, Resident shall have no further right to occupy the Unit and shall vacate the Unit by the end of the Temporary Lease Period. In the event that the Owner's agent neither signs this Lease where indicated or objects to any terms, covenants or conditions of this Lease by the end of the Temporary Lease Period, this Lease shall, nonetheless, be binding upon Owner and Resident as if the Owner's agent had signed the Lease without objection. In addition to the foregoing, to the extent allowed by applicable law, both parties agree that: (i) this Lease, applicable State Addendum and other lease documentation may be signed by each respective party's electronic signature without each party initialing each page; (ii) a Lease, State Addendum and other lease documentation signed with an electronic signature shall be as binding as an originally signed Lease, State Addendum and other lease documentation; and (iii) an electronically signed Lease, State Addendum and other lease documentation may not be denied legal effect or enforceability solely because it is in electronic form or signed with an electronic signature. Resident may request an electronic or paper copy from the Owner's representative at any time during the term of this Lease. Resident acknowledges that, unless prohibited by applicable law or otherwise indicated by Owner, any lease addenda previously signed by Resident shall be binding on Resident as if Resident signed such addenda with this Lease. Resident acknowledges and agrees that lease addenda previously signed do not have to be resigned to be effective during the term of this Lease. As used in this section, the term "lease documentation" shall include, without limitation, any amendments, renewals or other modifications of this Lease entered into from time to time by the parties.
42. **(See attached State Addendum for additional provisions.)**

Owner's Agent Initials_____

Resident's Initials_____

The terms of this Lease are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 08/13/2019

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

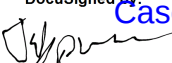
Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

DocuSigned by:

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DocuSigned by:
Jacqueline Skates
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Document : Camden Colorado State Addendum Renewal
Description : Form: Camden Colorado State Addendum Renewal
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 8/13/2019

**STATE ADDENDUM TO RENTAL CONTRACT
(COLORADO)**

Community:	Camden Bellevue Station
Resident(s):	Jeff Weaver
Unit:	#212
Lease Date:	09/02/2019

This State Addendum to Rental Contract (this "Addendum") is made and entered into as of the same date as the Rental Contract (the "Lease") to which this Addendum is attached and made a part thereof by and between the Owner of the above referenced Community and Resident named above. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease and in the event the terms of this Addendum are inconsistent or conflict with the provisions of the Lease, the terms of this Addendum shall control. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Delivery of Unit.** The following sentences shall be added to paragraph 1 of the Lease entitled "**Delivery of Unit**"

Resident acknowledges that Resident has inspected the Unit, and that the Unit is in an acceptable "as is" condition, and that the Unit is in good, clean, and acceptable repair except as specifically may otherwise be agreed to by the parties in writing on Resident's Inventory and Condition Form. Immediately upon occupying, Resident will inspect the Unit and report any defects or problems on the Inventory and Condition Form. Resident's failure to report any defects or problems with the Unit on the Inventory and Condition Form within 48 hours of move-in, is and shall be a binding admission that the items described in the Inventory and Condition Form are acceptable and in good condition. Subject to the information on the Inventory and Condition Form, Resident accepts the Unit in as-is condition, without representation or warranty of any kind, whether express or implied, including any warranty or covenant of quiet enjoyment. Owner expressly disclaims any warranty or covenant of quiet enjoyment.

2. **Term.** The following sentences shall be added to paragraph 2 of the Lease entitled "**Term**":

If Resident fails to give the required 60 day notice of Resident's intent to vacate at the end of the Lease term, any extension, or renewal, and remains in possession of the Unit with the consent of Owner, Resident shall become a month to month tenant subject to all terms and conditions of this Lease except for the term which shall be month to month. Any notice given by Resident shall not relieve Resident from paying Owner any amounts owed by Resident under the Lease as such amounts become due. If Resident fails to give proper notice, Resident shall be liable for and agrees to pay to Owner all damages caused by such failure as set forth herein and under the law. At a minimum, Resident shall be liable for the rent due for the following month if the Unit is not re-rented due to Resident's failure to give proper notice. In order for Resident's notice to be effective, all Residents who executed the Lease must sign the notice. Resident's notice of intent to vacate shall only be effective on date the notice is actually received by or receipted for by Owner. Resident agrees to personally deliver and have Owner's agent receipt for any notice in order to guarantee the effective date of any notice. Resident agrees that the amounts agreed to be paid by Resident for failure to give proper notice in such an event represent a fair amount and method to allocate the numerous risks and liabilities between Resident and Owner if Resident fails to give the required notice to vacate. Upon receipt of any notice to vacate from Owner, Resident shall vacate on or before the date specified in the notice.

3. **Rent and Charges.** The following sentences shall be added to paragraph 3(b) of the Lease entitled "**Late Payments and NSF Fees**":

If Owner has not received the total Monthly Rent from Resident for any given month on or before the third day of the month in which such Rent is due, Resident shall pay a late charge of \$60.00 on the 4th day of the month plus \$10.00 per day commencing on the 5th day of the month for each and every day Monthly Rent or any portion thereof remains outstanding and unpaid. Owner agrees that the \$10.00 per day daily late charge will not exceed the number of actual days in a given month that the amount of Rent has not been paid. In addition to the \$60.00 late charge, Resident agrees to pay Owner the lesser of \$20.00 or the actual cost incurred by Owner for a returned check charge for each and every check from Resident received by Owner which is drawn on insufficient funds, dishonored, or not paid upon presentment for any reason. Resident must immediately replace any such check upon notice or demand with certified funds. If two or more of Resident's checks tendered to and received by Owner are not paid upon presentment for any reason, Resident shall without notice, demand, or request make all further payments to Owner in certified funds. If Resident makes any payment in response to an eviction notice or demand for Rent or possession after the demand period has expired, Resident shall make such payment in certified funds. If Resident makes any payment in response to an eviction notice or demand for Rent or possession after the demand period has expired, Resident shall pay Owner, in addition to any other amounts due, \$250 plus \$150 for eviction administrative fees and attorney fees. The administrative charge is not

Owner's Agent Initials _____

Resident's Initials _____



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a late fee or penalty but rather is an addition to any charges set forth in the Lease. Resident agrees to pay all Sheriff's fees if Owner evicts Resident and incurs Sheriff's fees. Resident acknowledges that Owner may elect not to accept any Monthly Rent payment or other amounts due after its due date if all fees and charges do not accompany such payment owed by Resident through the date Resident offers payment. Such fees and costs include but may not be limited to late fees, check charges, eviction administrative fees, and attorneys' fees.

4. **Rent Increases and Lease Changes.** The following sentences shall be added to paragraph 4 of the Lease entitled "**Rent Increases and Lease Changes**":

Resident shall have accepted any modification or addition to any Lease term if Resident fails to vacate in accordance with the requirements set forth in this Lease prior to the date such modification or addition is to become effective.

5. **Security Deposit.** The following sentences shall be added to paragraph 5(a) of the Lease entitled "**Security Deposit**":

Resident agrees that Owner shall have 60 days after the termination of this Lease or surrender and acceptance of the Unit, whichever occurs last, to return all or any portion of the Security Deposit, if any, due Resident. Resident shall not be entitled to any interest on the Security Deposit, unless provided by law. In the event of a sale or transfer of the Community or the substitution of the managing agent of the Community, Resident hereby gives Resident's consent to the assignment of this Lease and agrees that the Security Deposit may be transferred to the succeeding owner or managing agent ("transferee"), whereupon the Owner and the Owner's managing agent shall be released from any and all liability for the Security Deposit upon Owner providing Resident written notice of the name and address of the transferee. The parties recognize and agree that all or part of the Security Deposit may be retained by the Owner in the event that Resident does not reside in the Unit for the full term of this Lease. Resident's liability shall not be limited to the Security Deposit. Owner and Resident agree that Resident's last known address shall be the Unit unless and until Resident provides a different address to Owner in writing and Owner acknowledges in writing receipt of Resident's forwarding address (new last known address). If Resident fails to provide a forwarding address (new last known address), Resident understands that all communications regarding Resident's Security Deposit and/or Resident's security deposit refund will be mailed to Resident's last known address which is the address of the Unit. If more than one person signed this Lease, Owner's or Owner's managing agent may issue one check for the Security Deposit refund payable jointly to all Residents, and mail such check to any last known address of any Resident.

6. **Move-Out Procedure and Rules.**

a. The following sentences shall be added to paragraph 8(c) of the Lease entitled "**Holdover**":

Resident further covenants and agrees that upon expiration of the term of this Lease, or any extensions, or renewals, or upon the termination of this Lease or the termination of Resident's right of possession, whether or not this Lease has been terminated, Resident will at once peacefully surrender and deliver up the whole of the Unit, together with all improvements thereon to the Owner, Owner's managing agent or assigns. Resident agrees to accompany the Owner or the Owner's managing agent on an inspection of the Unit in order to verify the physical condition of the Unit at the expiration or termination of this Lease, and to assist the Owner or the Owner's managing agent, as the case may be, in completing a unit inspection report. Resident hereby agrees that in the event Resident fails or refuses to accompany the Owner or the Owner's managing agent, Resident shall be deemed to have accepted the inspection report on the physical condition of the Unit prepared by the Owner or the Owner's managing agent, as the case may be, and to pay for any damages listed on such inspection report. In any event, Resident agrees to vacate the Unit before 5:00 p.m. on the last day of the term of this Lease, or any extensions or renewals. Upon moving out, Resident must thoroughly clean the Unit, including doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If Resident does not clean adequately, Resident shall be liable for reasonable cleaning charges including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear and tear. Upon move out, Resident shall deliver to Owner's agent at the onsite Management Office all keys, access cards, remotes, or any other property issued by Owner's agent to Resident. If without the consent of Owner, Resident continues in possession of the Unit, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal; or after any notice to vacate, Resident shall be wrongfully holding over. For any wrongful hold over period, Resident shall pay Owner Rent in the amount of two (2) times the daily rent calculated by using the total Monthly Rent from the preceding month.

b. The following shall replace paragraph 8(d) of the Lease entitled "**Abandonment**"

Abandonment. Resident covenants to occupy the Unit and shall be in default if Resident does not occupy the Unit on a regular, continuing, and consistent basis unless otherwise agreed to by Owner in writing. Resident shall have abandoned or surrendered the Unit if Resident turns in all keys or access devices regardless of whether rent is paid or not. Resident shall have abandoned or surrendered the Unit if any of the following events occur and if Resident's personal belongings have been substantially removed, and Resident does not appear to be living in the Unit in Owner's reasonable judgment: Resident's move out or notice to vacate date

Owner's Agent Initials _____

Resident's Initials _____



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has passed; Resident is in default for non-payment of rent for 5 consecutive days; water, gas, electric, or any other service for the Unit connected in Resident's name has been terminated or disconnected; Owner is in the process of judicially evicting Resident for any reason; and Resident fails to respond for 2 consecutive days to any notice posted on the inside of the main entry door to the Unit stating that Owner considers Resident to have abandoned. Resident also abandons or surrenders the Unit 10 days after the death of a sole resident. If Resident abandons the Unit or vacates the Unit upon the expiration or termination of this Lease while leaving personal property within the Unit, Resident specifically and irrevocably waives all title and interest Resident has to such property and grants to Owner full authority to immediately dispose of same without notice, court order, or accountability. Resident shall indemnify Owner, Owner's employees and representatives against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against Owner or any other indemnified in connection with Owner's removal of any property.

7. **Occupants.** The following sentences shall be added to paragraph 10 of the Lease entitled "**Occupants**":

If Owner or Owner's managing agent claims that any person residing in Resident's Unit is an unauthorized occupant, Resident shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Owner or Owner's managing agent as an unauthorized occupant does not reside at the Unit. Upon request by Owner, Resident shall also within three days provide in writing the name and otherwise identify any person who appears to be in unauthorized occupant in Owner's reasonable judgment. Owner may exclude from the Community or Unit any person not on the Lease including but not limited to guests or invitees who violate this Lease or any of the Community's policies, rules and regulations or disturb other residents, occupants, any of their guests, agents or other invitees or Owner's employees or agents. Owner may exclude or bar any person from the Community or Unit, for security or other legitimate reason in Owner's sole and absolute discretion including but not limited to Resident's who are prohibited from entering the Unit or coming onto the community property because of a valid court order. Owner may also exclude from any common area of the Community a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant or a guest, agent or other invitee of a specific resident or occupant in the Community.

8. **Assignment and Subletting.** The following sentences shall be added to paragraph 11 of the Lease entitled "**Assignment and Subletting**":

Owner's consent to any substitution of residents, assignment, or sublease may be withheld in Owner's sole and absolute discretion. Any substitution of residents, assignment, or sublease shall be minimally conditioned upon all affected Residents or future residents executing any documentation requested by Owner including but not limited to appropriate documentation regarding the accounting and disposition of the Security Deposit.

9. **Utilities and Services.** The following sentences shall be added after the first sentence, and in replacement of all sentences after the first sentence, of paragraph 12(a) of the Lease entitled "**Generally**" and paragraph 12(b) entitled "**Electricity and Gas**":

- a. Resident agrees that all utilities (except for those included in Monthly Rent) shall be Resident's sole responsibility and expense. Resident agrees that Owner has and will continue to have under the terms of this Lease the right to designate Resident's utility providers as allowed under applicable law. Owner reserves the right to change Resident's utility providers from time to time in Owner's sole discretion as allowed under applicable law. Owner has selected Xcel Energy as Resident's provider of electricity, Xcel Energy as Resident's provider of natural gas, Denver Water as Resident's provider of water and sewer, Waste Management as Resident's provider of trash removal, Comcast as Resident's provider of cable television and CenturyLink as Resident's provider of telephone service. Resident agrees to put the utilities in Resident's name immediately upon signing this Lease and promptly pay the same when due. Resident acknowledges that continued occupancy of the Unit when any utility service has been cut off is hazardous. Resident agrees not to terminate, cut off, interrupt or discontinue for any reason any utility service to the Unit including, but not limited to, electricity, natural gas, sewer or water. Breach of this provision shall constitute a default by Resident giving Owner the right to terminate immediately upon three days' notice to quit with no right to cure, and to obtain possession of the Unit. Any charges billed to Owner for utilities due to Resident's breach of this provision shall be due as additional Rent.
- b. The following shall be added as paragraph 12(f) of the Lease and entitled "**Utilities and Services Billing Provisions**":

Owner's Agent Initials _____

Resident's Initials _____



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(i) **Definitions.** The following definitions shall apply to the terms and phrases listed below and as used in this paragraph:

- a. **Allocation Methods.** The allocation methods listed below shall be calculated using the following formulas:
1. **Occupancy Method:** $[\text{Total Expense} \div \text{Total Occupants of Community}] \times [\text{Occupants of the Unit}]$
 2. **Sq. Ft. Method:** $[\text{Total Expense} \div \text{Occupied Sq. Ft.}] \times [\text{Sq. Ft. of the Unit}]$
 3. **Per Unit Method:** $[\text{Total Expense} \div \text{Total Occupied Units}]$
 4. **Per Dwelling Unit Method:** $[\text{Total Expense} \div \text{Total Units}]$
- b. **Billing Period:** The period for which the utility charge at issue applies.
- c. **Total Expense:** The total amount of the bill charged to the Community for the use and services associated with the applicable utility for the Billing Period.
- d. **Total Occupants of Community:** The total sum of individuals residing in the Community as of the first day of the calendar month in which the bill is calculated.
- e. **Total Occupied Units:** The total number of units within the Community which are occupied as of the first day of the calendar month in which the bill is calculated.
- f. **Total Units:** The total number of units within the Community.
- g. **Occupants of the Unit:** The total sum of individuals residing in the Unit in accordance with the Lease.
- h. **Sq. Ft. of the Unit:** The total square footage of the Unit.

(ii) **Utilities and Services:** Responsibilities for payment of utilities and services associated with the Unit shall be as follows:

a. **Water and Sewer.**

1. **Water.**

i. **Responsible Party:** Charges for water service for the Unit will be paid for by:

☐ Owner

☒ Resident - if payment is to be made by Resident, payment shall be made to:

☒ Owner

☐ Utility or Service Provider as identified below.

ii. **Methodology:** If paid by Resident to Owner, to the extent allowed by law, charges will be based on one of the following methods;

☐ A flat monthly rate of \$ per month.

☒ Resident's actual use (if submetered);

☐ Ratio utility billing system (RUBS) calculated based on the following formula:

☐ Allocation based on the number of occupants residing in your Unit: $[\text{Total expense} \div \text{the total number of occupants within the Community}] \times [\text{the total number of occupants in your Unit}]$.

☐ Allocation based on square footage of your Unit: $[\text{Total expense} \div \text{square footage of occupied units}] \times [\text{square footage of your Unit}]$

☐ Allocation based on a per unit basis: $[\text{Total expense} \div \text{the total number of occupied units within the Community}]$.

2. **Sewer.**

i. **Responsible Party:** Charges for sewer service for the Unit will be paid for by:

☐ Owner

☒ Resident - if payment is to be made by Resident, payment shall be made to:

☒ Owner

☐ Utility or Service Provider as identified below.

ii. **Methodology:** If paid by Resident to Owner, to the extent allowed by law, charges will be based on one of the following methods;

☐ A flat monthly rate of \$ per month.

☐ Resident's actual use (if submetered);

☒ Ratio utility billing system (RUBS) calculated based on the following formula:

Owner's Agent Initials _____

Resident's Initials _____



- ☐ Allocation based on the number of occupants residing in your Unit: $[\text{Total expense} \div \text{the total number of occupants within the Community}] \times [\text{the total number of occupants in your Unit}]$.
- ☐ Allocation based on square footage of your Unit: $[\text{Total expense} \div \text{square footage of occupied units}] \times [\text{square footage of your Unit}]$
- ☐ Allocation based on a per unit basis: $[\text{Total expense} \div \text{the total number of occupied units within the Community}]$.
- ☒ Allocation based on a per dwelling unit basis: $[\text{Total expense} \div \text{the total number of units within the Community}]$.

b. **Trash.**

1. **Responsible Party:** Charges for trash service for the Unit will be paid for by:

- ☐ Owner
- ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☒ A flat monthly rate of \$9.50 per month.
- ☐ Resident's actual use (if submetered);
- ☐ Ratio utility billing system (RUBS) calculated based on the following formula:

- ☐ Allocation based on the number of occupants residing in your Unit: $[\text{Total expense} \div \text{the total number of occupants within the Community}] \times [\text{the total number of occupants in your Unit}]$.
- ☐ Allocation based on square footage of your Unit: $[\text{Total expense} \div \text{square footage of occupied units}] \times [\text{square footage of your Unit}]$
- ☐ Allocation based on a per unit basis: $[\text{Total expense} \div \text{the total number of occupied units within the Community}]$.

c. **Recycling.**

1. **Responsible Party:** Charges for recycling service for the Unit will be paid for by:

- ☐ Owner
- ☐ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☐ Owner
 - ☐ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☐ A flat monthly rate of \$ per month.
- ☐ Resident's actual use (if submetered);
- ☐ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit: $[\text{Total expense} \div \text{the total number of occupants within the Community}] \times [\text{the total number of occupants in your Unit}]$.
 - ☐ Allocation based on square footage of your Unit: $[\text{Total expense} \div \text{square footage of occupied units}] \times [\text{square footage of your apartment unit}]$
 - ☐ Allocation based on a per unit basis: $[\text{Total expense} \div \text{the total number of occupied units within the Community}]$.

d. **Gas.**

1. **Responsible Party:** Charges for gas service for the Unit will be paid for by:

- ☐ Owner
- ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.

Owner's Agent Initials _____

Resident's Initials _____



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2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☒ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$

e. **Electricity.**

1. **Responsible Party:** Charges for electric service for the Unit will be paid for by:
- ☐ Owner
 - ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☐ Owner
 - ☒ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☐ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$

f. **Stormwater.**

1. **Responsible Party:** Stormwater charges assess against the Community by the applicable governmental entity will be paid for by:
- ☐ Owner
 - ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.
2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☐ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$
 - ☒ Allocation based on a per dwelling unit basis: $\frac{\text{Total expense} \div \text{the total number of units within the Community}}$

(iii) **Additional Charges:** Resident is also responsible for payment of the following additional charges:

a. **Service Fee:** \$6.00/per month.

Resident agrees that the service fee is for the preparation, processing and other costs associated with generating a monthly bill to Resident and the administrative fee is a

Owner's Agent Initials _____

Resident's Initials _____



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one-time account set up fee relating to billing the services provided (other than water, sewer, gas and electricity services, if any). The service fee is not associated with gas or electricity services.

Upon prior notice, Resident agrees to pay up to \$50.00 per month for any additional fees, assessments or other charges allowed by law related to utility or service use at the Community or as charged to the Community by applicable governmental entities.

- (iv) **Payment.** To the extent allowed by law, charges for usage of all utilities or service are considered "Rent" pursuant to the Lease. A bill (the "Bill") for all or a portion of the utilities and services identified above shall be issued on approximately a monthly basis. Unless otherwise stated in this Addendum or in the event that Resident does not receive a Bill, Resident must pay all utility and service charges to the Owner in the same time and manner Rent is required to be paid pursuant to the Lease. Unless otherwise stated in the Bill, payments for utility and service charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Resident fails to pay any or all portion of utility or service charges on or before the due date as indicated in the Bill or as indicated herein, Owner may, to the extent allowed by applicable law, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion apply any portion of Resident's monthly Rent payment towards the balance owed by Resident for utility or services and leave Resident delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Owner would otherwise be entitled to pursue under the Lease or applicable law for Resident's failure to pay Rent. In the event that any payment is made with a returned check, Owner reserves the right to assess a returned check fee as provided in the Lease.
- (v) **Changes to Utilities, Services or Billing Methods:** The Owner shall have the right, upon thirty-five (35) days written notice, to the extent allowed by applicable law, to begin billing Resident for utilities or services not checked above or to change the billing method with respect to any utility or service. If such change in utility or service or method is made, unless otherwise provided by law, Resident shall begin to pay for such utility or service or pay in accordance with the changed method, beginning on the date identified on the Bill or, if the Resident does not receive a Bill, on the first calendar day of the month following 35 days from the date of Owner's notice.
- (vi) **Electronic Billing:** Resident agrees that the Bill may be delivered in an electronic format. Resident further agrees that the Bill may also be delivered via email, the internet or by any method as determined by Owner. By written notice to the Owner, Resident may opt out of electronic billing and may receive the Bill in paper form.
- (vii) **Utility and Service Providers:**

The following Utility or Service Providers bills for the utilities or services listed below, if any:

_____	Water
_____	Sewer
_____	Trash
_____	Recycling
_____	Gas
XCEL Energy	Electricity
_____	Stormwater

If indicated above, Resident shall be billed directly by the identified utility or service provider. Resident must pay the utility or service provider directly for usage and charges relating to the applicable utility or service in accordance with the Bill. The utility or service provider may prepare and deliver the Bill in an electronic format.

The Owner reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility or service used at the Community. The Owner reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Resident.

10. **Permitted Use.** The following sentences shall be added to paragraph 15 of the Lease entitled "**Permitted Use**":

Owner's Agent Initials _____

Resident's Initials _____



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Resident covenants that the Unit is to be used and occupied by Resident as Resident's principle residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose whatsoever, including any business purpose that is not specifically allowed by this Lease. Conducting any kind of business, including but not limited to childcare services (defined as the simultaneous care of children from more than one family), in the Unit is prohibited. Without limiting the foregoing, Resident may conduct business in the Unit if such business activity is conducted entirely by computer, telephone, or mail and no clients, patients, or other business associates come to the Unit for business purposes, and if any business so conducted complies with all applicable laws. Occupation of the Unit is subject to applicable occupancy standards determined by law and by Owner.

11. **Security**. The following sentences shall be added to paragraph 16(b) of the Lease entitled "**Security**":

Resident acknowledges and agrees that protection against criminal action is not within Owner's power, that Owner does not provide and does not have a duty to provide any security protection services, security lighting or any other security measures at the Community, that Owner may but has no obligation to conduct criminal background checks on actual or potential residents or occupants, that Resident shall look solely to the public police for security protection and that Resident and Occupant are responsible for their personal security. Owner shall not be liable for failure to provide such security measures, for failure to conduct such criminal background checks or for criminal or wrongful actions by others against Resident, occupant, guests or others, including actions by others which cause damage to the property of Resident, Occupants or guests. If, from time to time, Owner provides patrol services at the Community but Owner has no obligation to provide such services, such patrol services are only for Owner's own purposes and shall not constitute a waiver of, or in any manner modify, the security provision set forth above. Owner shall not be liable for failure to provide patrol services and Owner may decrease or discontinue such patrol services at any time, without notice to or consent of Resident. If Owner has installed limited access gates at the Community but Owner has no obligation to install such gates, such gates are only for Owner's own purposes and shall not constitute a waiver of, or in any manner modify, the security disclaimer set forth above. Resident agrees not to act in any way which may impair the use or function of such gates. Resident acknowledges and agrees that such gates are mechanical devices and can be rendered inoperative at any time and that Owner shall not be liable for failed operations of the limited access gates. Owner may remove such gates at any time, without notice to or consent of Resident.

12. **Conduct of Resident, Occupants and Guests**. The following sentences shall be added to paragraph 21 of the Lease entitled "**Conduct of Resident, Occupants and Guests**":

Resident agrees that Resident is at all times responsible for any conduct of all occupants, children, family members, guests, invitees, or any other person on the Unit or the Community due to Resident. Regardless of whether specifically stated in connection with any provision in this Lease, Resident is responsible for the conduct and behavior of the foregoing persons at all times, and a breach by any of them of any Lease provision is a breach by Resident. Resident shall show due consideration for others by not interfering with, disturbing, or threatening the rights, comfort, health, safety, convenience, quiet enjoyment, management, and, use of the Community by Owner, other residents and occupants and any of their guests, Owners, invitees, or the general public (collectively "others"). Owner shall be the sole judge of acceptable conduct. Resident agrees not to permit, commit, or suffer any conduct disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever about the Community or Unit, having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the Unit or annoy others. Resident shall not engage in, commit, or permit unlawful activities whether or not such unlawful activities occur in, near, or, about the Unit. Residents shall comply with and otherwise not violate any laws, regulations, statutes or ordinances, or engage in any conduct or activities that would cause Owner to be in violation of the same. Resident shall not bring onto, store or use within Unit any hazardous and/or toxic substances, wastes, materials, pollutants or contaminants.

Resident, Occupants, any member of the Resident's household, any guest of Resident, or any other person under Resident's control or about the Unit with Resident's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity on, or near the Unit or the Community, including but not limited to, any violent criminal activity or any drug related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Resident or any other persons shall not permit the Unit to be used for or to facilitate criminal activity. Resident agrees and acknowledges that Resident has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Resident's knowledge of the criminal activity which constitutes any substantial violation agreed to in this Lease or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this Lease, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Resident agrees that Resident's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Resident's part, that Resident's affirmative duty extends to making all persons aware of Resident's obligations, covenants, and duties under this Lease, and that Resident's duties extend to all conduct whether or not such conduct occurs in Resident's unit. Resident may not assert as a defense in any eviction action against Resident based on violation of this Lease that Resident did not know any person, occupant or guest was in violation of this Lease.

Not limiting the broadest possible meaning as defined in this Lease or at law, violent criminal activity also includes but is not limited to any criminal activity that has as one of its elements the use, attempted use or threatened use of physical

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force against the person or property of another. Not limiting the broadest possible meaning as defined in this Lease or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by C.R.S. §12-22-303, or defined by any other law, including federal law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Resident and Owner agree that any criminal activity as defined in this Lease or at law is an act which endangers the person and willfully and substantially endangers the property of Owner, co-residents, others living on or near the Community, and that such criminal activity constitutes a substantial violation under this Lease or at law.

One or more violations of this Lease by Resident constitutes a substantial violation of this Lease and material non-compliance with this Lease. Because Resident and Owner agree that a violation of this Lease constitutes a substantial violation, Resident waives any and all legal rights of any kind whatsoever to claim or insist that Owner must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Unit. Upon any violation of this Lease by Resident, Owner may terminate Resident's right to occupancy all without terminating this Lease or Resident's obligation to pay rent as set forth in this Lease at Owner's election. Owner's termination of Resident's right to occupancy shall be effective with right of eviction upon three days' notice to quit. Unless required by law, Owner shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession. Proof of the violation of this Lease shall be by a preponderance of the evidence, unless otherwise provided by law.

13. **Policies.** The following sentences shall be added to paragraph 22 of the Lease entitled "**Policies**":

Resident's failure to abide with, comply with, or breach of the community policies is a default under this Lease and subjects Resident to eviction. Resident agrees and acknowledges that Owner may from time to time amend, abolish, change, or enact new Community policies for health, safety, business, financial, legal, or any other legitimate reasons as long as the Community policies apply to all applicable residents. Resident further acknowledges that Owner may amend, change, abolish, or enact new Community policies without prior notice to Resident, and that all Community policies are effective upon distribution to Resident regardless of whether Resident has acknowledged receiving or consented to any change in or enactment of any Community policy at any time.

14. **Smoke Detectors.** The following sentence shall be added to paragraph 26 of the Lease entitled "**Smoke Detectors**":

Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery.

15. **Default by Resident.** The following sentences shall be added to paragraph 28 of the Lease entitled "**Default by Resident**":

Additionally, Resident shall be in default if Resident abandons prior to the end of the term, or makes any misrepresentation. If Resident defaults, Owner shall have all remedies provided for in this Lease and at law. This Lease is executed subsequent to Resident completing a Rental Application, which is incorporated by reference and is part of this Lease. Resident acknowledges that Owner is entering into this Lease in reliance on the information contained in Resident's rental application and any and all other information provided to Owner by Resident. If it is determined at any time that such information is false or materially misleading, then Owner shall have the option to terminate this Lease upon three days' notice to quit. Resident shall promptly notify Owner in writing of any subsequent change in the information provided by Resident on Resident's lease application. Resident agrees that in filling out and completing this Lease some clerical, scrivener's, human, computer and or mathematical errors may occur in the processing of this Lease. In the event of such an error or mistake, Resident shall cooperate with Owner to execute or re-execute any document necessary to correct any such mistake or error.

Unless otherwise agreed to in writing by Owner, Resident shall pay prior to occupying the Unit or on or before the Commencement Date of the Lease Term, whichever is earlier, an amount equal to the Security Deposit, any other fees and charges, the prorated rent if the Lease Term commences on a day other than the first day of the month, and the first full month of total Monthly Rent if this Lease commences after the 20th day of any month. If Resident fails to pay any amount due under this paragraph as specified, Resident shall be in default and Owner may exercise any and all rights and remedies under this Lease or at law including, without limitation, notice to quit or three days' notice of Rent or possession, and imposition of late fees as set forth in this Lease.

If Resident defaults and Owner retains legal counsel, Resident is liable for and shall pay all collection costs and legal costs incurred by Owner, including a \$25.00 Posting Fee for the three days' notice of Rent or possession, and the Owner's reasonable attorneys' fees and costs, from the date any such matter is turned over to an attorney and regardless of whether suit is commenced or not, in connection with Resident's default. In any action, proceeding, or suit (collectively "suit") between Owner and Resident, Resident agrees to and shall pay all costs incurred by Owner, including reasonable attorneys' fees if Owner is the prevailing party in any suit. Suit shall have the broadest possible interpretation and shall specifically include but not be limited to any suit to collect any Rent, amounts, or damages owing by Resident

Owner's Agent Initials _____

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under this Lease, to enforce any provision of this Lease, any governmental agency action including any fair housing claim, any litigation concerning Resident's Security Deposit, or any other proceeding, between Owner and Resident to enforce this Lease, arising from this Lease, or an any way connected with this Lease or Resident's tenancy at the Unit. Owner and Resident agree that any action or proceeding arising out of or anyway connected with this Lease, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Resident hereby waives all rights to a trial by jury. Notwithstanding anything to the contrary in this paragraph or Lease, Owner and Resident agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorneys' fees and costs.

Owner's acceptance of any sums of money from Resident following an event of default shall be taken to be a payment on account by Resident and shall not constitute a waiver by Owner of any rights, nor shall any such payment cure Resident's default if such payment is less than the full amount due and outstanding, nor shall any such payment from Resident reinstate this Lease if previously terminated by Owner. If Owner serves Resident with any non-monetary demand for compliance, Resident shall pay all sums due under this Lease as they become due. Owner's acceptance of any amounts from Resident after service of any non-monetary demand for compliance shall not waive Owner's rights to proceed on any non-monetary demand or otherwise insist that Resident comply with any non-monetary demand. After judgment granting the owner possession of the Unit, the Owner may receive or collect any amount or sums due from Resident under this Lease without waiving or affecting Owner's right to proceed or enforce any judgment for possession. Owner may terminate Resident's right to possession without terminating this Lease or Resident's liability on the Lease in accordance with the Lease and law. The Lease and Resident's liability on this Lease shall not be terminated by Owner under any circumstances unless terminated by Owner in writing.

If Resident defaults this Lease, in addition to any other rights and remedies that Owner may have, Owner may at his option, either terminate this Lease, retake possession of the Unit and terminate Resident's right to possession, and relet the Unit. Upon Resident's default, if Owner does not terminate this Lease but reenters and terminates Resident's right to possession, Resident shall remain liable for any sums due under this Lease for the balance of this Lease term less any rent received by Owner upon reletting. If Owner does not terminate this Lease, upon reletting, all rentals received by Owner from such reletting, shall be applied, first to the payment of any monetary obligation due under the terms of this Lease other than Monthly Rental installments, second, to costs and expenses of reletting, including but not limited to cleaning, repairs or replacement of appurtenances or fixtures on or about the property as may be necessary, advertising, and lease commissions, all of which Resident agrees to pay, third, to past due monthly rent installments, with the remainder, if any, to be held by the Owner and applied as payments of future Rents as the same become due and payable under this Lease. No such re-entry or retaking possession of the Unit by Owner, including but not limited to, retaking of the Unit, by abandonment, voluntary surrender of the Unit by Resident, or the institution of forcible entry and detainer proceedings or other legal proceedings against Resident, shall be construed as an election on the part of Owner to terminate this Lease unless written notice of such intention be given to Resident, or unless determination hereof be decreed by a Court of competent jurisdiction.

16. **Entry.** The following sentences shall be added to paragraph 29 of the Lease entitled "**Entry**":

Owner shall have the right to re-enter the Unit, with 24 hour notice when practical, without notice when not practical. No entry or re-entry by Owner shall constitute an eviction in whole or in part, at any time, nor shall Owner be liable to Resident for any inconvenience or discomfort, and the Rent shall not abate during any period that Owner re-enters. Owner may enter by duplicate key or by breaking a window or other means when necessary or in the event of an emergency.

17. **Construction, Casualty and Environmental Issues.** The following sentence shall be added to paragraph 31(d) of the Lease entitled "**Construction, Casualty and Environmental Issues**":

Owner shall solely and exclusively determine whether the Unit is uninhabitable in Owner's reasonable judgment.

18. **Parking.** The following sentence shall be added to paragraph 32(a) of the Lease entitled "**Parking**":

Resident agrees and acknowledges that Owner shall have exclusive right and power to regulate motor vehicles and parking at the Community at any time.

19. **Verbal Representations and Waiver.** The following sentences shall be added to paragraph 37 of the Lease entitled "**Verbal Representations and Waiver**":

Whenever Owner's approval or consent is required, Owner's approval or consent shall not be deemed a continuing approval or consent. Resident's obligation to pay any Rent, fee, damage, or any other amounts shall not be waived, released, or terminated by Owner's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Resident's right of possession.

20. **Cumulative Remedies.** The following paragraph shall be added as paragraph 42 of the Lease and entitled "**Cumulative Remedies**":

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Resident's Initials _____



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Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy now or hereafter existing at law or in equity. The exercise or commencement of the exercise by Owner of any one or more rights provided for in this Lease or at law shall not constitute an election by Owner or preclude the simultaneous or subsequent exercise by Owner of any or all other rights or remedies.

21. **Additional Terms and Conditions**. The following paragraphs shall be added as paragraph 43 of the Lease.

- a. **Waterbeds**. Resident shall not place any waterbed or similar water-filled device in or about the Unit without the prior written consent of Owner. Owner shall only consent if any waterbed or similar device is fully lined, and Resident agrees to deposit with Owner proof of adequate insurance, and any other additional damage deposit required by Owner, in Owner's sole and absolute discretion. Resident shall be liable for any and all damage caused by a water-filled device, and shall promptly reimburse Owner for any damages.
- b. **Entire Agreement**. This Lease contains the entire Lease between the Owner and Resident and may not be modified in any manner except by an instrument in writing signed by both Resident and Owner. Resident acknowledges that neither Owner nor any of Owner's representatives have made any oral promises or representations not contained herein, and that Owner's onsite representatives (including management personnel, employees, and agents) have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or Leases that impose any duties or obligations on Owner unless in writing. In filling out, processing, and completing this Lease contract some clerical, scrivener', human, computer and/or mathematical errors may occur. In the event of any such errors or mistake, Resident agrees to cooperate with Owner to execute or re-execute any document necessary to correct any such mistake or error upon demand by Owner. If Resident fails to cooperate by executing or re-executing any document, Owner may terminate this Lease upon three days' notice to quit.
- c. **Fair Housing Accommodations**. Owner is dedicated to honoring Federal and state fair housing laws. Accommodations will be permitted and made in accordance with and as required under such fair housing laws. Prior to the making of any such accommodations, with respect to any modifications, Resident and Owner shall enter into a modification agreement to govern the approval and implementation of such accommodations as well as restoration obligations, if any.
- d. **Carbon Monoxide Alarms**. Owner has installed carbon monoxide alarms in the Unit in accordance with the laws of the State of Colorado. Resident agrees that it will comply with the following duties which are imposed by such laws:
 - i. Resident shall not remove the batteries (other than to replace them) or in any way render the carbon monoxide alarms inoperable;
 - ii. Resident will notify Owner immediately if any carbon monoxide alarm is stolen, removed, found missing, found not operational or if it needs the batteries replaced.

Owner's Agent Initials _____

Resident's Initials _____



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The terms of the Addendum are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 08/13/2019

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____



DocuSigned by:

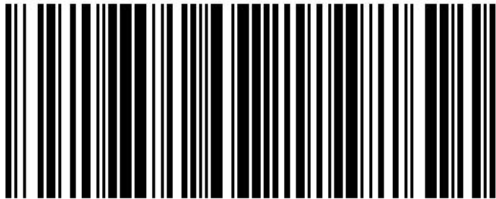
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Document : Camden Community Policies Renewal
Description : Form: Camden Community Policies Renewal
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 8/13/2019

**COMMUNITY POLICIES FOR: Camden Belleview Station
(TO BE EXECUTED UPON EXECUTION OF THE RENTAL CONTRACT)**

UNIT:	6515 E. Union Ave #212 Denver, CO 80237
RESIDENT(S):	Jeff Weaver
LEASE DATE:	09/02/2019

We are glad that you chose to make this community your home. Owner's managing agent has the right to make reasonable rules from time to time, which may be needed to enhance the cleanliness and orderliness of the Community, and safety and comfort of the residents. Notice of any policy change will be made in writing and delivered to your door.

These Community Policies shall be considered to be part of the Rental Contract (the "Lease") executed by the Resident(s) signing these Community Policies. A violation of these Community Policies shall be deemed to be a violation of the Lease; in which event, Owner shall be entitled to pursue all rights and remedies as if Resident violated the Lease. Unless otherwise indicated, capitalized terms used in this document shall refer to those terms identified in the Lease. Additionally, the terms "you" and "your" shall also refer to the Resident.

For convenience, the following Community Policies are presented in alphabetical order.

Access Gates/Entry Devices

Each person, not to include minors, listed on page 1 of the Lease will be given an access device and/or parking sticker to use while living here. If an access device is lost, stolen or damaged a \$50.00 fee will be charged for a replacement. If an access device is not returned or is returned damaged when you move-out, there will be a \$50.00 deduction from your security deposit or charge on your final account statement.

Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

Please take the following precautions in using electronic gates:

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Always wait for gate to fully open before entering or exiting gate.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your remote/swipe card/sticker/fob to gain entry.
- Never force the gate open with your car.
- Never play in, on or around the gate.
- Never get out of your vehicle while the gates are opening or closing.
- Always contact Owner's managing agent for assistance when passing through the gates with a boat or trailer. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Never operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- Always contact the Owner's managing agent immediately if you lose your remote/swipe card/sticker/fob.
- Never give your remote/swipe card/sticker/fob to a non-resident.
- Always contact the Owner's managing agent any time your phone number changes. Your new phone number will be entered into the gate system so you can give access to your guests/deliveries from your unit.

Unit and Equipment Care

Inside your unit you have the freedom to decorate by hanging pictures, etc. in accordance with your lease agreement limitations. You are responsible for the care of your appliances and other equipment within your home. The following information outlines your responsibilities in maintaining your unit.

- You may not maintain the unit in an unclean, unkempt or hazardous condition.
- You may not alter the unit or change any partitions, doors or windows, add locks, paint, wallpaper or contact paper or put screws or hooks into the walls or ceilings or mirrored tiles. Please do not glue mirrors, cork, picture hangers or wall décor to the walls.
- Pictures should be hung with small picture hooks.

Owner's Agent Initials _____

Resident's Initials _____



- We allow waterbeds on the first floor only. Proof of liability insurance of at least \$100,000 is required.
- Hot pots and pans, cigarettes or other hot items should not be placed directly on the kitchen counter. Cutting should be done on cutting boards and not on kitchen counters.
- Light bulbs are provided when you move in. Thereafter, it is your responsibility to replace all light bulbs with the same type and wattage.
- Indoor clay pots must have plastic bowls or saucers placed under them.
- Please do not use toilets, drains or other plumbing fixtures and appliances for any purposes other than those for which they are intended. Do not deposit sweepings, rubbish of any kind, disposable diapers, cat litter, aquarium gravel, etc. into toilets.
- Do not empty ashtrays, grease, string, metal objects, bones or any non-food items into garbage disposals. Turn on cold water when using the garbage disposal. It is important to maintain a sufficient flow of water to flush shredded waste through the drains even after the disposal has been turned off.

Barbeque Grills

To comply with fire laws and insurance requirements, the use of barbeque grills of any type, including hibachis and smokers, are not permitted within twenty (20) feet of the building (including a balcony) or overhang. Also, in the event that propane gas burners (LP-gas burners) are allowed in the jurisdiction in which the Community is located, propane gas burners having a propane gas container with a capacity greater than 2.5 pounds may not be stored on balconies or within 10 feet of the building or such longer distance as local law may require. Violators are deemed to be in default of the Lease and may be subject to a fine.

Business Center (If Applicable)

The Business Center is provided for the convenience of all residents. Computers, fax machines, phones and copiers are available for everyone to use.

- Fax Machine—The fax machine is capable of outgoing local faxes only. For long distance faxes, you must use your own calling card number. Please arrange to pick up your incoming faxes as soon as possible.
- Computers—Do not attempt to change permanent, basic set-up of the computers or programs, such as page orientation, font size, etc. All personal files will be deleted on a regular basis to ensure that the computers will continue to have space available for other users. Using the computers in the Business Center to display or gain access to pornography or other offensive material is prohibited. When using programs with sound, be mindful of others in the room and turn off the speakers or use headphones. The speaker's muting button is at the lower left of the monitor. Consumable items, such as printer paper, when exhausted, are available in the office.

If any of the equipment is out of working order report it to the Owner's managing agent immediately. Please leave the room as clean as you found it.

Community Appearance

The community staff works hard to maintain the attractive appearance of this Community. We request that you assist us in the following ways.

- Keep sidewalks, steps, and stairways unobstructed and do not use for any purpose other than those of ingress or egress. Toys and bicycles must not be left in driveways, parking lots, sidewalks, breezeways or in front of stairs.
- Please keep your patios and balconies clean. Balconies and patios are not intended for storage. Other personal items, including, but not limited to, trash, boxes and general clutter, must be stored elsewhere or disposed of properly.
- To keep the overall appearance of the community attractive, please do not hang, display, attach or expose to public view television or radio antennas, signs, advertising, clothes lines, clothing, laundry, mops, brooms, foil, solar screens, masking tape, decal or other foreign material to any building, carport, window, windowsill, fence or any part of the grounds that can be seen from the exterior. No shades, screens, awnings or other projections should be attached to or extended beyond the outside walls, windows, or doors.
- All draperies must have a white backing and installed so that they are not visible from the outside. Colored blinds are not allowed nor colored drapes that are visible on the outside of the unit.

Conduct and Noise

Close proximity to your neighbors dictates certain rules and policies for your comfort and that of your neighbors. You should conduct yourself and require your guests to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the Community. It is your responsibility to supervise and protect all occupants or guests residing with you. In consideration of your neighbors please be particularly quiet after 10:00 p.m. and before 9:00

Owner's Agent Initials _____

Resident's Initials _____



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a.m. Owner's managing agent has the right to determine what constitutes disorder, or interference with the rights and comforts of other residents.

For the safety of all persons and out of respect for other residents, please adhere to the following:

- Playing in or around parked cars, driveways, parking lots, decorative landscaping such as flowers and shrubs, trash receptacles, other resident's unit windows or entranceways is not allowed.
- Toys that make disturbing or annoying noises are prohibited outdoors.
- Air guns, slingshots, or B.B. guns may not be used on or around the Community.
- Musical devices should not be played so that they disturb other residents.
- Televisions, stereos or other sound systems should not be heard outside of your unit at any time. Speakers and/or surround sound equipment should be kept away from the walls and the bass kept at such a level as to not disturb your neighbors. Stereos and/or sound systems in vehicles should not be heard from outside of the vehicle.

Deliveries/Unit Access

We do not allow delivery/repair services access to your unit unless you have completed an Authorization to Enter form that is available at the Welcome Center. The Owner or the Owner's managing agent is not responsible for deliveries to residents.

Fire Prevention/Response

Fires can be a serious problem in communities due to the number of families living within each building. Most often started through carelessness with cooking, matches, cigarettes and fireplaces, many fires can be avoided using caution and common sense. Please practice fire safety precautions to prevent fires from starting. Plan an exit strategy and practice fire drills with other family members. You should know at least two escape routes from your unit and your building.

It is your responsibility to replace dead or missing batteries in your smoke detector. Never disable your smoke detector.

In case of fire, call 911 then exit your unit.

Do not rush out the door into the hallway. First feel the door. If it is hot, use another way out. If the door is cool, leave but observe exit corridors carefully. Never attempt to use elevators (if applicable). Always use the stairs.

Remember, a little bit of planning and awareness can make the difference between safety and disaster for everyone.

Keys and Locks

One set of unit keys including a mailbox key, per adult listed on page one of the Lease, is issued when you move in. Our staff will be happy to make duplicate unit keys for an additional fee, unless otherwise prohibited by applicable law. Please notify the Owner's managing agent if your keys are lost or stolen.

If you wish to have your lock changed or rekeyed, please complete a Lock Change Request form that is available at the Welcome Center. All lock changes must be handled by Owner's managing agent and, unless otherwise prohibited by applicable law, there may be a \$50.00 service fee.

If you require a key to your unit after regular business hours you must pay a fee of \$50.00 and proper identification may be required before access is given.

Maintenance Service

If you need service in your unit please submit your request to our office during regular business hours. Non-emergency requests will be completed in a timely manner during business hours, Monday through Friday. Upon completion of the work, we will leave written verification of work performed in your unit.

For **emergency maintenance** during business hours call our office. Our phone number is (303) 771-1212. After business hours, call our answering service at (303) 771-1212. Leave your name, unit number, telephone number and identify the emergency. We will respond as quickly as possible. Maintenance emergencies may include the following:

- No electricity, heat or AC
- Sewer back up or toilet stopped up (if unit has only one toilet)
- No hot or cold water
- Any water leak
- Essential appliance not working
- Any unsecured entry
- Resident locked out of unit
- Malfunctioning controlled access gates

If property or personal safety is at risk, call 911 immediately then notify the office or answering service.

Owner's Agent Initials _____

Resident's Initials _____



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[Signature]

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Pest Control

We provide pest control at regular intervals. Please report any pest control problems to the office. You may call the office to find out when extermination service will be servicing your building. If you do not allow entry into your unit a \$25.00 fee may be charged.

Solicitation

Door-to-door soliciting is not permitted within the Community unless approved in advance by Owner's managing agent. No signs, advertisements, notices or other lettering should be placed anywhere in the Community. Distribution of notices, leaflets or similar materials or any other form of solicitation is prohibited. Please notify us immediately if you observe solicitors in the Community.

Swimming Pool and Spa

Pools are provided for the enjoyment of all residents. Please help us keep the pools clean and safe by remembering the following:

- Conduct of persons using the pool or spa shall be such that it will not endanger the safety of others. You assume all risk of personal injury to yourself, your family or your guests in the pool or pool area. No lifeguard or other safety personnel will be on duty at the swimming pool or spa at any time unless required by state or local law.
- Posted pool rules are to be followed. Failure to observe swimming pool rules could result in loss of pool privileges.
- Dial 911 for EMS or police emergencies.
- Safety equipment is to be used only in case of an emergency.
- Do not exceed the maximum number of users in the spa. Any pregnant person should not use the spa without medical consultation. Small children should not use the spa. Hot water exposure limitations vary from person to person. Persons should not enter the spa without medical consultation and permission from their doctor if they suffer from heart disease, diabetes, high or low blood pressure or other health problems. Over exposure to hot water may cause nausea, dizziness and fainting.
- Persons under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raises or lowers blood pressure should not use the pool or spa.
- Enter and exit the spa slowly. Keep all breakable objects out of the pool and/or spa areas. Do not use electrical appliances (telephone, radio, tv, etc.) within five feet of the pool or spa. Do not operate the spa during severe weather conditions; (e.g. electrical storms or tornadoes). Do not use or operate the spa if the suction outlet cover is missing, broken or loose.
- Pool gates must be kept latched at all times.
- Guests are limited to two (2) per unit at any one time and must be accompanied by an adult resident at all times.
- Animals (other than support animals for a disabled person) are not permitted in pools or fenced pool areas at any time.
- Glass containers are prohibited.
- Proper swimwear is required in the pools or spa – no cut off shorts or thong type swimwear.
- Radios should be played at a low volume that does not disturb others.

Neither the Owner nor the Owner's managing agent is liable for any injury or accident resulting from violation of any posted or published swimming pool rules.

Trash

For convenience, trash receptacles are located at specific locations throughout the community. Please do not place trash of any kind outside your front door or on your patio/balcony unless valet trash service is offered at your community.

If you do have valet trash service at your community, you must adhere to the following rules:

- Place your tied trash bag into the approved Valet Waste bin outside your front door during the community's designated hours on designated pick-up nights only. You are not allowed to place trash outside your front door at any other time.
- Your trash will be picked up on designated pick-up nights only.
- If you have a plastic Valet Waste container, it must be brought in by 9:00 AM the following day.
- Spillage cleaning inside and around the collection container will be the Resident's responsibility.
- There will be no trash pick-up on holidays.
- The Valet Waste container is the property of the community. Charges will apply if the container is damaged or missing.
- Oversized items are your responsibility to take to the dumpster.
- Failure to adhere to any of these rules will result in a fine.

Parking

Owner's Agent Initials _____

Resident's Initials _____



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Please park all vehicles in parking areas provided. Vehicles should be in reasonable operating condition without an excessive amount of rust or hanging or dragging parts. Do not park in fire lanes. Inoperable vehicles, including those with expired license plates, may be towed at the owner's expense.

- **Motorcycles**—Motorcycles or other vehicles may not be parked or stored in courtyards, under stairways, in front of or inside your unit.
- **Boats, Trailers or Recreational Vehicles**—If the Community permits boats, trailers, motor homes or recreational vehicles on the Community, they must be parked only in Owner's managing agent-designated areas. Submit appropriate documentation to obtain written consent from Owner's managing agent.
- **Vehicle Alarms**—Owner's managing agent may tow, at the vehicle owner's or operator's expense (to the extent allowed by applicable law), a vehicle that has an anti-theft alarm or horn that sounds and disturbs other residents. Unless otherwise provide by applicable law, this policy is considered legal notice to the vehicle owner/operator and no further notice is necessary.

Resident's Acknowledgement

By signing below, you acknowledge that you have received a copy of the Community Policies and agree that you are aware of the rules and regulations and are subject to them in their entirety. You also agree to abide by all amendments and additions to said rules and policies after due notice of any such amendments or additions.

The terms of these Community Policies are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 08/13/2019

RESIDENT(S)

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

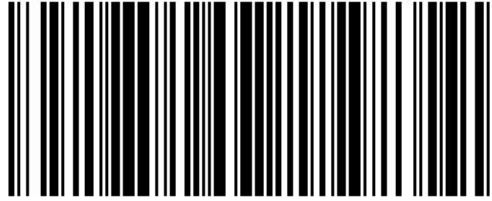


RESIDENT INFORMATION FORM

Please complete all information and return to the Welcome Center. Each co-resident must complete a separate form.



GENERAL INFORMATION					
First Name:		Last Name:		Middle Initial:	
Gender: <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> Opt Out		Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Opt Out			
Email:		Cell Phone:		Home Phone:	
EMPLOYMENT					
Employer:			Work Phone:		
Position:			Length of Employment: years months		
Street:					
City:		State:		Zip:	
Employer Industry (Select one):					
<input type="checkbox"/> Banking/Insurance/Legal		<input type="checkbox"/> Construction		<input type="checkbox"/> Education	
<input type="checkbox"/> Government		<input type="checkbox"/> Leisure/Hospitality		<input type="checkbox"/> Energy/Utility	
<input type="checkbox"/> Retail		<input type="checkbox"/> Technology		<input type="checkbox"/> Finance/Accounting	
		<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Medical	
		<input type="checkbox"/> Transportation		<input type="checkbox"/> Not Currently Employed	
		<input type="checkbox"/> Other		<input type="checkbox"/> Student	
OTHER OCCUPANTS					
<i>List the names of all persons under the age of 18 who will occupy the apartment.</i>					
First Name		Last Name		Birthdate	Relationship
VEHICLE INFORMATION					
<i>List all vehicles to be parked by you or other occupants, including cars, trucks, motorcycles, etc.</i>					
Year	Make/Model		Color	License Plate #	State
PET INFORMATION					
<i>List all pets occupying the apartment</i>					
<i>Note: If you obtain a pet any time after moving into your apartment home, you must notify the community management and execute a pet addendum</i>					
Type of Pet	Name	Breed		Weight	Color
EMERGENCY INFORMATION					
<i>Emergency contact person over 18 years of age not living with you. Family member preferred.</i>					
First Name:		Last Name:		Relationship to You:	
Email:		Cell Phone:		Home Phone:	
Street:				Apt. Number:	
City:		State:		Zip:	
In the event of your death or if you are seriously ill, missing, or in jail or penitentiary, you authorize the Owner to:					
(i) grant your emergency contact identified above access to your Unit at a reasonable time and in the presence of the Owner or the Owner's agent;					
(ii) allow your emergency contact identified above to remove any of your property found at the Unit (and any property you may have in any mailbox, garage, storage space or common areas in the Community); and					
(iii) refund your security deposit, less lawful deductions, to your emergency contact identified above.					
If you are seriously ill or injured, you also authorize the Owner to send for an ambulance at your expense; however, you acknowledge that the Owner is not legally obligated to do so.					
Resident Name Printed		Signature		Date	
Picture ID verified by: Case 3:25-md-03071		Document 337-2		Filed 07/07/23 Page 123 of 178 PageID #: 2821	



Document : Camden Non-Smoking Community Addendum
Description : Form: Camden Non-Smoking Community Addendum
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 8/13/2019

NON-SMOKING ADDENDUM
(Non-Smoking Community)

This Non-Smoking Addendum (this "Addendum") is made and entered into as of 09/02/2019 the "Effective Date" by and between the owner of the Camden Bellevue Station ("Owner") by and through Camden Development, Inc., as the owner's managing and disclosed agent only and not as principal and Jeff Weaver ("Resident", whether one or more) upon the terms and conditions stated herein.

For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Non-Smoking Property.** Resident acknowledges that, to the extent allowed by applicable law, the Community in which the Unit is located has been designated as a "non-smoking community". Neither Resident nor Resident's guests, invitees or contractors shall smoke (including inhaling, exhaling, burning or carrying any lighted cigar, cigarette, e-cigarette, vapor cigarette, tobacco product, plant, marijuana (legal or illegal) or other combustible substance intended to be inhaled or exhaled) in the Community. Resident acknowledges that this prohibition against smoking includes smoking in any areas of the Community including Resident's unit, or any other indoor or outdoor areas on the property. Resident acknowledges that Resident is responsible for the conduct of Resident as well as Resident's guests, invitees and contractors with respect to compliance with this Addendum.

2. **Non-Smoking Designation of the Property.** Resident acknowledges that the designation of the Community as a "non-smoking community" is not a representation, guarantee or warranty by Owner, and Owner hereby disclaims all representations or warranties, that smoking will not occur in or around the Community or that the Community will be a non-smoking environment or have improved air quality. Resident further acknowledges that the non-smoking designation of the Community will depend upon the cooperation by Resident and all other persons residing in the Community. **In Owner's sole discretion, at any time during the Lease term, upon 30 days' prior written notice, Owner shall have the right to remove the "non-smoking" designation in the Community and allow smoking in the Community or any building in the Community, including the building in which the Unit is located, to the extent allowed by applicable law.**

3. **Standard of Care.** Owner will have the right, but not the obligation, to enforce smoking prohibitions in the Community. Resident acknowledges that the Community's designation as a "non-smoking community" does not in any way increase or otherwise change the Owner, or Owner's agents' standard of care to Resident or Resident's occupants, guests, invitees or contractor's with respect to the safety, habitability, or air quality of the Community, and the Owner's standard of care with respect to these matters is not greater than the standard of care applicable to other rental premises where smoking is not prohibited. Owner specifically disclaims any implied or express warranties that any portion of the Community will have any higher or improved air quality standards than any other rental property where smoking is not prohibited. Owner cannot and does not warrant, guaranty or promise that any portion of the Community will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor or enforce the smoking prohibition, and similar rules applicable to other residents of the Community, depends significantly upon voluntary compliance by residents, occupants, guests, invitees. If Resident or any of Resident's occupants, guests, invitees and contractors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke, Resident acknowledges receiving notice that the Owner and its agents do not assume any higher duty of care to provide a non-smoking environment than the duty of any other landlord under any lease for premises where smoking is not prohibited.

4. **Default.** In the event Resident fails to comply with the terms of this Addendum, Resident shall be deemed to be in default of this Lease. In the event of such default, the Owner shall be entitled to pursue all rights and remedies allowed by the Lease and applicable law including terminating the Resident's right to possession of the Unit. Additionally, Resident shall be responsible for cleaning costs and expenses associated with any smoke odor, discoloration or any other costs and expenses associated with Resident's default.

5. **Miscellaneous.** Unless a separate Addendum is signed by Resident and Owner, the terms of this Addendum shall apply to any future Rental Contracts signed by Resident and Owner for the Unit leased by Resident under the Lease without the necessity of the parties signing a new Addendum. In the event that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control. To the extent permitted by applicable law, Owner reserves the right to amend this Addendum and any of its terms, provided that all amendments become effective no less than thirty (30) days after notice to the Resident.

6. **Marijuana.**

Unless otherwise specified below, possession, planting, cultivation, harvesting, transportation, drying and processing, marijuana and cannabis products in the Unit and Community is prohibited.

☒ (If checked) Resident may possess (but not smoke) processed marijuana and cannabis products (ready for consumption), but only as allowed by law.

Owner's Agent Initials_____

Resident's Initials_____

Page 1 of 2



OWNER:

Camden Belleview Station Apartments

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 08/13/2019

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____





Document : Camden Colorado Parking Addendum
Description : Form: Camden Colorado Parking Addendum
Unit : 212

Company : Camden
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 8/13/2019

**PARKING ADDENDUM
(CAMDEN BELLEVUE STATION)**

Resident Name: Jeff Weaver

Resident Address: 6515 E. Union Ave #212
Denver, CO 80237

Camden provides each leaseholder who resides at Camden Bellevue Station and has a vehicle, a Camden Bellevue Station parking tag. The parking tag must be placed on the vehicle's windshield any time the vehicle is parked in the parking area.

PARKING TAG NUMBER	VEHICLE YEAR/MAKE	VEHICLE MODEL	LICENSE PLATE NUMBER/STATE
	2016/Acura	TLX	402912/CO

1. Resident agrees the Camden Bellevue Station parking tag must be completely visible from the outside of the vehicle and must be placed on the front windshield. **If the Camden Bellevue Station parking tag is not returned upon move-out, a \$50 fee per sticker will be assessed.**
2. Resident agrees that if the vehicle is parked in the parking area without the approved (green) Camden Bellevue Station parking tag, they are subject to being towed or booted without warning and at the vehicle owner's expense.
3. Resident understands and agrees that visitor parking is located only in designated parking area. Signage is available to designate the approved visitor parking area. Any visitor parked in resident spaces will be towed or booted without warning and at the vehicle owner's expense.
4. Resident agrees that there is only one (green) Camden Bellevue Station parking sticker per resident owned vehicle (proof may be required). Additional parking stickers will be issued only if the resident brings proof of insurance or proof of purchase on any additional vehicle. Should a resident have a loaner or rental vehicle, a temporary parking tag may be obtained from the leasing office. However, it is the resident's responsibility to come in and request a temporary parking tag. If the resident does not obtain a temporary parking tag, the resident is aware that he/she needs to park in visitor parking. Resident vehicles without a sticker parked in resident parking will be towed or booted without warning and at the vehicle owner's expense.
5. Resident agrees that photocopies of the (green) Camden Bellevue Station parking tag will not be accepted for any reason, including, but not limited to; placed in the windshield in absence of the original tag. The cost to replace a parking tag is \$50. The replaced tag will be tracked in our database and if found to be used, will result in immediate tow or boot without warning.
6. Resident agrees to comply with all posted parking signs, policies, and regulations mentioned above. Non-compliance of any parking policy will result in the vehicle being towed without warning and at the vehicle owner's expense.
7. If a boot is forcibly removed without prior authorization from our third party contractor, a cost up to \$250 to replace the boot will be charged and potential criminal charges could be incurred.
8. For towing information and policies contact the office, 24x7.

I have read and understand the parking policies.

SIGNATURES ON NEXT PAGE

Owner's Agent Initials_____

Resident's Initials_____

Page 1 of 2

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[Signature]

Case 3:23-md-03071

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OWNER:

Camden Bellevue Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 08/13/2019

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

Page 2 of 2

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Case 3:23-md-03071

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Date: 07/19/2020

To: Jeff Weaver
6515 E. Union Ave #212
Denver, CO 80237

Dear Jeff Weaver,

Our team at Camden Bellevue Station would like to thank you for continuing your residency.

We would like to remind you to take advantage of MyCamden. com, our resident exclusive website. On this site you can pay your rent, submit service requests, connect with your neighbors, and find contact information for our community. If you utilize recurring payments, be sure to log on to MyCamden. com to update your recurring payment with the new rent amount, lease start and end dates.

As a Camden resident, you will receive a survey twice a year, with the opportunity to rate your living experience and give feedback about the customer service provided. It is very important we give every resident outstanding customer service. While your responses remain confidential, we use this information to improve our communities and services. Please let us know what we can do to provide Living Excellence.

Please complete the information on the following page so we can update our records. It is important to us that we have the most up-to-date and accurate information on file so we can communicate effectively to you. The completed form can be dropped off at our Welcome Center at your convenience.

From time to time, Camden may make amendments to the lease contract; therefore it is important to review and understand your lease contract before signing as some clauses may have changed from your last lease contract. If you have any questions about your lease contract, please contact us.

Again, thank you for making Camden Bellevue Station your home. We appreciate the opportunity to provide you with Living Excellence in the months to come.

Sincerely,

Admin Admin, Camden Team Representative
Camden Bellevue Station
(303) 771-1212

RENTAL CONTRACT FOR THE Camden Bellevue Station COMMUNITY

Unit Address (the "Unit") 6515 E. Union Ave #212 Denver, CO 80237 Community address: 6515 E Union Ave Denver, CO 80237-2773		Contract Date 07/19/2020	Contract Term Beginning: 09/21/2020 Ending: 10/31/2021(subject to notice provisions)
Total Monthly Rent \$ 1669.00	Prorated Rent \$ 556.32	Non-Refundable Amenity Fee \$ 0.00	Security Deposit \$ 0.00
Prepared By: Admin Admin	Cleaning Fee: \$85 Studio/ \$140 1 Bedroom / \$165 2 Bedroom (to be paid with Resident's notice of termination at end of Lease term)		
Utilities: The following items are included in the Total Monthly Rent identified above, if checked: <input type="checkbox"/> water <input type="checkbox"/> electricity <input type="checkbox"/> wastewater <input type="checkbox"/> gas <input type="checkbox"/> trash <input checked="" type="checkbox"/> Valet Waste <input type="checkbox"/> homeowners/business association fees <input type="checkbox"/> pest control <input checked="" type="checkbox"/> Technology Package (which may include cable TV, internet and Wi-Fi) Resident agrees to pay for all items not checked above to the extent allowed by applicable law and as provided in this Lease or any other document signed by Resident.			
Additional Items: The following items are included in the Total Monthly Rent identified above: Storage no. S19			
Special Provisions: Additional addenda attached.			

RESIDENT NAME(S):
Jeff WeaverOCCUPANT(S):
Jeff Weaver

Owner's Agent Initials _____

Unless otherwise indicated, capitalized terms used in this document shall refer to those terms identified above.

This Rental Contract (this "Lease", which term shall include this document, the State Addendum attached to this document and all other applicable addenda referred to in this document or executed by the Resident identified herein) is made and entered into on 07/19/2020, by and between Camden Bellevue Station (the "Owner"), the owner of the Camden Bellevue Station apartment community (the "Community") by and through Camden Development, Inc., as Owner's managing agent only and not as principal, and the Residents identified on page 1 ("Resident", whether one or more) upon the terms and conditions stated herein. If there is more than one Resident, all persons identified on page 1 as Residents are jointly and severally liable for all payments and other obligations under this Lease. This document and the State Addendum should be read carefully. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. Delivery of Unit.

a. Owner's Delay in Occupancy. Resident acknowledges that Owner's ability to provide the Unit in a timely fashion will depend upon the availability of the Unit and that, even though the previous resident residing in the Unit may be scheduled to move out, such resident may not move out in a timely fashion. If actual commencement of occupancy of the Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner shall not be liable for damages by reason of such delay, but the Rent will be abated per diem, and pro-rata, during the period of delay. Such delay will not affect any of the other terms of this Lease.

b. Resident's Delay in Move-In. If Resident doesn't move in once the Unit is ready, Owner may sue for damages incurred by Owner (including attorneys' fees associated with the collection of such damages including attorneys' fee in any court action in which Owner prevails) and Resident may forfeit any deposits or monies of Resident in possession of Owner.

c. Move-In Procedures. All moving vans, trucks or other activity relating to moving into or out of the Community must begin no earlier than 8:00 a.m. and end no later than 9:00 p.m. Resident shall be responsible to Owner for any damages to the Unit or the Community caused by Resident, other occupants or

Owner's Agent Initials _____

Resident's Initials _____

their respective guests or invitees (including movers), whether caused during move-in, during the term of this Lease or during move-out.

d. **Move-In Condition.** An Inventory and Condition Form will be provided to Resident at the time that Resident moves into the Unit. Unless otherwise provided by applicable law, Resident accepts the Unit "as is" and in habitable condition suitable for residential purposes. Resident agrees that unless otherwise prohibited by applicable law, in the event Resident does not notify Owner within 48 hours after Resident begins occupancy of the Unit of any problems with the Unit or furniture, furnishings, equipment or appliances, if any, the Unit and all furniture, furnishings, equipment or appliances, if any, contained in the Unit will be deemed to be acceptable and in good condition. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND SUBJECT TO THE PROVISIONS OF THIS LEASE, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, IN THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

e. **Elevators.** Resident acknowledges that, if the Community has elevators, such elevators are mechanical devices that can malfunction or be rendered inoperative at any time and that the Owner is not responsible for the failure of elevator service should the elevator cease to function. To the extent allowed by law, Resident shall not be entitled to any diminution in value due to elevator malfunction or the elevator's failure to operate.

2. **Term.** Subject to the provisions of this Lease, the initial term of this Lease shall commence on the Beginning date identified on page 1 and end on the Ending date identified on page 1. Provided, however, unless prohibited by applicable law, a 60 day written notice is required by either party to terminate this Lease at its stated expiration date. To the extent allowed by applicable law, if notice of termination is not given at least 60 days prior to the stated expiration date, this Lease will automatically renew on a month-to-month basis until either party gives at least 30 days prior written notice to the other; in which case, this Lease shall terminate 30 days from the date indicated in the notice or such later date designated in the notice (whether or not the 30th day falls at the end of the month; if the termination date is not at the end of the month, Monthly Rent shall be prorated accordingly).

3. **Rent and Charges.**

a. **Rent and Other Charges.**

- i. **Initial Charges:** Unless otherwise instructed in writing by Owner, upon the execution of this Lease, Resident shall pay, in the amount identified on page 1 of this Lease, the Non-Refundable Amenity Fee, and prorated rent covering the period through the first date that the Monthly Rent is to be paid.
- ii. **Monthly Charges:** Beginning with the first day of the next calendar month after the period covered by the Prorated Rent and continuing throughout the term of this Lease, Resident shall pay the Monthly Rent identified on page 1 each month in advance and without any demand, deduction or offset whatsoever on or before the first day of each month with no grace period. In addition to the Monthly Rent, to the extent allowed by applicable law, resident shall pay the fees identified in the State Addendum to this Lease. All monthly charges shall be paid as follows (check as applicable):

- ☒ online through the Owner's portal at www.mycamden.com.
☐ mailed to Owner at .
☒ delivered to Owner at the on-site manager's office.

Resident acknowledges that the Monthly Rent does not include any separately billed fees.

- iii. **Applicable to all payments:** Resident shall not pay Rent or any other charges with cash. To the extent allowed by law, Owner shall have the right at any time with notice to Resident to change the method of payment accepted by Owner. Unless otherwise approved by Owner in writing, partial payment of Rent is not acceptable at any time. All payments must be made in full to include all amounts due. Post-dated or third-party checks will not be accepted. Payments made to the office will not be held at the request of anyone. All payments made to the office will be directly deposited. Unless otherwise provided by applicable law, Resident's obligation to pay Rent and other charges is an independent covenant and not conditional upon the performance by Owner of Owner's responsibilities under this Lease. Resident shall not be released from obligations under this Lease as a result of notations on checks. Owner's acceptance of checks with restrictive notations shall not, in any way, constitute a waiver by Owner of any right to require Resident's full compliance with this Lease. If multiple checks are tendered and one check is returned non-

Owner's Agent Initials _____

Resident's Initials _____

sufficient funds or if for any reason, the total amount due is not paid, Resident shall be in default of this Lease and Owner shall be entitled to pursue any remedies.

b. Late Payments and NSF Fees. Unless Owner provides otherwise in writing, in the event Resident tenders two or more forms of payment (i.e. check or ACH payments) returned for insufficient funds, Resident shall not be allowed to make future rent payments online and shall be required to: (i) pay all rent for the remainder of the Lease term by money order (which shall be a paper money order or, if available, an electronic money order), cashier's check or certified funds; or (ii) enroll in a direct deposit program established by Owner. To the extent allowed by law, the acceptance by Owner of any payments made after a notice to vacate or similar notice to begin the eviction process shall not waive Owner's right to continue with the eviction process. Resident shall pay a charge in the amount permitted by applicable law for each returned form of payment (i.e. check or ACH payment) plus applicable initial and daily late charges until Owner receives acceptable payment. (See attached State Addendum for additional provisions).

c. Application of Payments; Acceptance of Late Payments. To the extent allowed by applicable law, all payments due under this Lease (including late fees, NSF fees, attorneys' fees, damages, eviction fees, utility fees and other fees and charges) will be considered as additional rent (such additional rent, together with the Monthly Rent and Prorated Rent shall sometimes be collectively referred to as "Rent") and Owner shall be entitled to pursue any remedies associated with Resident's failure to pay Monthly Rent. Resident agrees that unless otherwise required by applicable law, all payments made will be applied first to fees and charges other than Monthly Rent (late fees, NSF fees, attorneys' fees, damages, eviction fees, utility fees and other fees and charges), then to past due Monthly Rent and then to current Monthly Rent. Additionally, notwithstanding anything contained in this section relating to the acceptance of late fees, NSF charges or any other delinquent payments, in the event that Resident fails to pay Monthly Rent on or before the first day of any month, Resident shall be deemed in default of this Lease. Owner shall then be entitled to pursue any rights or remedies against Resident pursuant to this Lease or applicable law.

4. Rent Increases and Lease Changes. Owner shall have the right to modify any of the terms of this Lease including the amount of Rent or other charges due and payable by Resident, to be effective at the expiration of the Lease term by providing Resident with at least 65 days' notice of such modification or, to be effective as of the expiration of any month-to-month renewal period by providing Resident with at least 35 days' notice of such modification. Resident shall be obligated to comply with the Lease modification from and after the date when the Lease term or renewal period ends as if such modification were incorporated directly into this Lease, as signed by Resident. Resident acknowledges that such lease modification may include, but is not necessarily limited to, increasing the rent by assessing a month-to-month fee to be paid by Resident in addition to Resident's Monthly Rent amount.

5. Security Deposit.

a. Security Deposit. Resident agrees to deposit the amount identified on page 1 with Owner as security for the performance of this Lease by Resident. Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit or to furniture, furnishings, equipment or appliances, if any, in the Unit, Resident agrees, after notice, to deposit such additional amount as may be required to restore the Security Deposit to the original amount. Resident shall have no right to use the Security Deposit as the last month's rent. When the Unit is vacated and Resident has turned in all keys given to Resident with respect to Resident's occupancy of the Unit and residency in the Community and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any reasonable charges for cleaning and damages to the Unit (beyond reasonable wear and tear) and after deduction of any other monies owed (including Rent, late charges, fees associated with lost gate openers and keys, etc.). PROVIDED, HOWEVER, AS A CONDITION FOR REFUNDING THE SECURITY DEPOSIT, RESIDENT MUST GIVE WRITTEN NOTICE TO OWNER ON OWNER'S FORM AT LEAST SIXTY (60) DAYS PRIOR TO MOVING FROM THE UNIT AND FULFILL ALL OTHER PROVISIONS OF THIS LEASE INCLUDING THE COVENANT TO OCCUPY THE UNIT AND PAY RENT FOR THE FULL TERM OF THIS LEASE.

b. Additional Security Deposit. The Security Deposit amount listed on page 1 does not include an additional deposit for pets. In the event that Resident desires to have a pet in the Unit and pets are allowed on Owner's Community, Resident shall sign a separate pet agreement and pay the appropriate additional security deposit. In the event that a deposit is paid, such deposit shall be added to the Security Deposit, if any, previously paid by Resident for all purposes under this Lease.

6. Cancellation Option. As long as Resident is not in default of this Lease either at the time Resident desires to cancel this Lease or when this Lease will be terminated, Resident shall have the option of canceling this Lease by complying with all of the following procedures:

a. At least 60 days prior to the date Resident desires to terminate this Lease, Resident shall provide written notice to Owner, stating Resident's desire to exercise Resident's cancellation option and the date of proposed termination (the "Termination Date");

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b. Contemporaneous with Resident providing notice of termination as provided in subparagraph (a) above, Resident shall: (i) execute a Cancellation of Lease Agreement (the "Cancellation Agreement") on Owner's form and submit the Cancellation Agreement to Owner; and (ii) deliver to Owner a payment, by cashier's check or money order (which shall be a paper money order or, if available, an electronic money order), which shall be the sum of: (A) Rent due under this Lease through the Termination Date; (B) a cancellation fee equal to the Total Monthly Rent identified on page 1 of this Lease; and (C) repayment of concession fees or rental concessions, if any (free or reduced Rent provided at the commencement of or during this Lease) unless Resident has occupied 6515 E. Union Ave #212 for the full initial term of this Lease (items (B) and (C) above shall be collectively referred to as the "Cancellation Payment"); and

c. Resident shall vacate the Unit on or before the Termination Date.

Resident acknowledges that: (i) the Cancellation Payment is a buy-out fee which contemplates the various risks of the parties with respect to the early termination of this Lease; (ii) this cancellation option may be exercised by Resident, in Resident's sole discretion; and (iii) if Resident vacates the Unit prior to the expiration of this Lease without complying with all requirements to exercise Resident's cancellation option, Owner shall have the right to declare Resident in default of the Lease and be entitled to collect from Resident all appropriate damages as authorized by this Lease and applicable law. Notwithstanding the foregoing, in the event that Resident is in default of this Lease after Resident has executed the Cancellation Agreement, Owner shall have the right, but not the obligation, to declare the Cancellation Agreement null and void and retain the Cancellation Payment as an additional Security Deposit, subject to the terms of this Lease and applicable law.

7. **Military Release.** Except under this provision or paragraph 6 above, or unless required by applicable law, Resident will not be released from this Lease on grounds of voluntary or involuntary business transfer, marriage, divorce, separation, loss of co-residents, or any other reason. If Resident enters military service during the term of this Lease or Resident, while in military service, executes this Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Resident shall be entitled to terminate this Lease in accordance with the Servicemembers Civil Relief Act (the "SCRA"). A qualifying resident under the SCRA must furnish Owner with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order. Oral notice is not sufficient. Any termination under this provision shall become effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. A co-resident that is not a dependent pursuant to the SCRA (which includes the servicemember's spouse) cannot terminate this Lease under this provision. Resident shall be responsible for Rent and all charges (including damages to the Unit) through the effective termination date.

8. **Move-Out Procedure and Rules.**

a. **Notice and Cleaning Fee.** Prior to moving out, except for moving out after Resident's default or after Owner provides Resident with notice of termination, Resident must give Owner proper notice of termination in accordance with paragraph 2 of this Lease. Resident agrees that the Cleaning Fee identified on page 1 of this Lease shall be owed as additional rent as of the date Resident signs this Lease, but shall be paid by Resident at any time on or before the earlier of: (i) the date on which Resident gives Owner Resident's notice of termination; (ii) within 5 days after the date on which Owner gives Resident a notice of termination; (iii) the date on which Resident moves out of the Unit; or (iv) within 5 days after the date on which Resident is asked to move out by Owner due to Resident's default of this Lease. Resident acknowledges that the Cleaning Fee is: (i) intended to assist Owner in covering the cost and expenses associated with making the Unit ready for the next resident; (ii) non-refundable; (iii) a separate charge due and owing under this Lease and is not intended to secure performance under this Lease; (iv) an amount that would be included in the Monthly Rent if it was not separately assessed and paid; (v) in partial consideration for Owner agreeing to enter into this Lease; and (vi) a charge for which the Resident is legally liable under this Lease. Owner shall have the right, but not the obligation, to declare Resident to be in default of this Lease or apply all future payments made by Resident (including the Monthly Rent payment) to the unpaid Cleaning Fee, thereby leaving a delinquency in the other payments (including the Monthly Rent).

b. **Condition of Unit upon move out.** At the expiration of this Lease or renewal period, Resident and all Occupants shall: (i) vacate the Unit; and (ii) leave the Unit in a good and rentable condition, normal wear and tear excepted; Resident shall remain responsible for removing all personal items including, but not limited to, furniture, clothing, trash and food items. Any personal items left in or about the Unit may subject Resident to additional costs to dispose of such items. Resident shall be responsible to Owner for any damage to the Unit caused by Resident, other occupants or their respective guests or invitees (including movers), including costs associated with deodorizing the Unit necessitated by excessive odor due to smoking, cooking

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or other causes. If Resident displaces a new resident who was scheduled to move into the Unit by not moving out on or before Resident's scheduled move-out date, Resident will be responsible for alternate housing and other costs of the displaced resident.

c. Holdover. At the expiration of this Lease, Resident shall: (i) return all keys, gate openers and remotes to the office or Rent will continue to be charged; and (ii) pay any outstanding charges or delinquent Rent. In the event that Resident fails to deliver all keys or in the event that Resident, Occupants, guests or invitees fail to fully vacate the Unit on or before Resident's termination date, in addition to any other rights or remedies Owner may have under this Lease or applicable law, Resident may, at Owner's option, be charged holdover rent and other charges to the fullest extent allowed by applicable law.

d. Abandonment. If Resident and all Occupants are absent from the Unit for five (5) consecutive days, during the term of this Lease or any renewal or extension period, while all or any portion of the Rent is delinquent, the Unit (and any garage or storage space leased by Resident) shall be deemed abandoned. Personal property of the Resident in the Unit (or in any garage or storage space leased by Resident) deemed abandoned shall be considered abandoned personal property. In the event Resident abandons the Unit or leaves the Unit after receiving a notice to vacate or being judicially evicted, Owner shall be entitled to dispose or sell, at Owner's discretion, any personal property remaining in the Unit (or in any garage or storage space leased by Resident) in any manner not in conflict with applicable law. Additionally, to the extent allowed by applicable law, the Unit shall be deemed abandoned 5 days after the death of Resident, if Resident lives alone in the Unit, whether or not all or any portion of the Rent is delinquent.

9. Transferring to Another Unit. In order to qualify to transfer to another unit in the Community or to another Camden community, Resident must: (i) be in compliance with this Lease; (ii) no later than 60 days prior to the date on which Resident desires to transfer, sign a Transfer Request Agreement; and (iii) have occupied the Unit at least 90 days prior to the transfer date. Owner reserves the right to require Resident to pay a new application fee, a new pet fee, a new pet or security deposit, administrative fee and otherwise re-qualify. If Resident's current Lease term is not fulfilled, Owner reserves the right to assess a transfer fee in the amount of 50% of the total monthly rent identified on page 1 and all financial concessions/specials may be required to be repaid to Owner in advance, if allowed by applicable law. Resident's new lease will begin on the day Resident transfers to Resident's new unit. No transfer shall be permitted unless a replacement unit is available. If Resident owes Rent or other charges with regard to the Unit, such Rent and other charges shall be deemed additional Rent immediately due from and payable by Resident to Owner under Resident's new Rental Contract. Any payments received by Owner following the transfer date shall be first applied to amounts Resident owes with regard to the Unit and then to obligations Resident owes with regard to Resident's new unit. In the event Resident transfers, to the extent allowed by applicable law, Resident's relocation to the new unit shall constitute a release of any claims Resident had or may have had as of the transfer date against Owner, Camden Development, Inc. as well as their respective owners, affiliates, shareholders, partners, officers, directors, agents, employees, successors and assigns related to, arising out of or in any way connected to this Lease, the Unit, the previous acts or omissions of Owner or Owner's managing agent or contractors or the use and occupancy of the Unit or common areas of the Community by Resident occupants or guests.

10. Occupants. The Unit may be occupied by Resident and the Occupants specified on page 1 only. No other persons shall be authorized to occupy the Unit for a period exceeding 3 consecutive days and no more than 6 days in any one 30 day period without the prior written authorization of the Owner.

11. Assignment and Subletting.

a. Prohibited without written consent. Resident shall not assign, sublet, license or in any way convey, or offer or advertise the assignment, sublet, license or other conveyance of, all or any portion of this Lease, the Unit or Resident's right to occupy the Unit to anyone without the Owner's prior written consent. This includes, but is not limited to: (i) assigning, subletting, licensing or in any way conveying, or advertising for assignment, sublet, license or other conveyance of the Unit, or any portion of the Unit, on a short term basis (for a period of less than 30 days) or on a long term basis (for a period of 30 or more days); or (ii) advertising the Unit, or a portion thereof, for assignment, sublet, license or other conveyance on any forum whatsoever including, but not limited to, word of mouth, print, electronic mail or the internet (including any social media or locator sites such as Airbnb, Craig's List, Expedia, Hotels.com or any other similar sites), regardless of whether the purpose of such advertisement is for short term or long term rental or to transient occupants. Resident agrees that the prohibition against assignment, subletting, licensing or any other conveyance includes a prohibition against Resident from accepting, or offering to accept, any type of compensation or consideration in exchange for providing a person occupancy. In the event Resident violates this provision, the Owner shall be entitled to pursue any rights or remedies under this Lease or applicable law including, but not limited to, terminating Resident's right to possession of the Unit and seek recovery of all damages due under the Lease and any other damages the Owner may sustain as a result of Resident's conduct (including, but not limited to, any fines or fees assessed against the Owner by any federal, state or

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local authority, loss in business revenue or any other damages). Resident hereby agrees to indemnify and hold the Owner and related parties harmless from all fines, fees or losses.

b. Requesting written consent. In order to request assignment or subletting, Resident must submit such request in writing on Owner's form and no assignment or subletting will be approved unless: (i) the new resident and a guarantor, if applicable, sign and submit the appropriate application documents; (ii) the new resident and the guarantor, if applicable, are approved by Owner; and (iii) the Owner and the remaining resident, the new resident, the departing resident and any guarantor, if applicable, sign the appropriate Amendment to Rental Contract and guaranty document (if applicable). Unless the Owner agrees otherwise in writing, the Security Deposit will automatically transfer to secure the performance of the replacement and remaining residents under the Lease governing their occupancy of the Unit. The departing resident will no longer have a right to occupy the Unit or to receive a Security Deposit refund, but will remain liable for the remainder of the original Lease term unless the Owner has agreed otherwise in writing, even if a new Lease is signed.

12. **Utilities and Services.**

a. Generally. Resident shall pay, in accordance with a monthly bill to Resident, certain fees, assessments and charges relating to utilities or other services not identified on page 1 as being included in the Monthly Rent. Resident acknowledges that the monthly bill for such fees, assessments and charges will include various items agreed to be paid by Resident pursuant to this Lease and the State Addendum including, but not necessarily limited to, water and sewer service, trash service, recycling service, gas and electricity service and stormwater, drainage and other governmental or quasi-governmental fees and assessments assessed against the Community. Additionally, Resident agrees to pay a monthly service fee or administrative billing fee, if identified in the State Addendum. Resident shall not allow any utilities to be disconnected until the earlier of the termination of Resident's right to possession or the expiration of the term of this Lease (including any month-to-month renewal). Resident shall promptly advise Owner if Resident receives notice from any applicable authority that any of the utilities are to be disconnected. All utilities and services shall be used for ordinary household purposes only.

b. Electricity and Gas. To the fullest extent allowed by applicable law, in the event that Resident is required to pay for electricity or gas service and the electricity or gas service is either not placed in Resident's name or has been switched from Resident's name, Resident shall pay to Owner all electricity and gas service which should have been paid for by Resident plus a fee of \$50. Resident agrees that the fee is a liquidated amount covering Owner's time, costs and expenses associated with Resident's failure to pay for electricity or gas service when Resident is obligated to do so and that the amount of such fee is uncertain and difficult to ascertain. Resident acknowledges that, notwithstanding Resident's payment to Owner for utility service not connected in Resident's name or payment of the fee, Resident's failure to place electricity or gas service in Resident's name or allow electricity or gas service to be switched from Resident's name, constitutes a default by Resident of this Lease and will entitle Owner to all remedies. Resident agrees that Owner's acceptance of payment for electricity or gas service or the fee shall not waive or relinquish any rights or remedies Owner has to declare a default of this Lease as a result of Resident's violation of this provision including, to the extent allowed by applicable law, terminating Resident's right to possession of the Unit. To the extent allowed by law, Resident hereby agrees that Owner may select the electricity service provider for the Community including the Unit. Accordingly, Resident acknowledges that electricity to the Unit will be connected in Resident's name with an electricity provider chosen by Owner, unless Resident gives Owner written notice of Resident's intent to switch providers. In the event Resident chooses to switch providers, Resident shall: (1) provide advance written notice to Owner; and (2) pay all switching fees including, to the extent allowed by law, fees to switch back to Owner's provider when Resident vacates the Unit. Resident agrees to execute such documents as may be necessary to authorize Owner to select the electricity service provider for the Community including the Unit, upon request, but not later than 10 days after such request is made.

c. Technology Package. Resident acknowledges that the Technology Package includes a number of amenities designed to enhance Resident's living experience in the Community. The Technology Package may include digital adapters, cable TV, internet, and WiFi. If the Technology Package box is checked on page 1 of this Lease, the Technology Package amenities offered by the Community are included in the Monthly Rent. If the Technology Package box is not checked on page 1 of this Lease, and the Community offers one or more of the Technology Package services, Resident shall be allowed to use such amenities in accordance with a separate addendum for the applicable fee.

i. Activation Charge. Whether the Technology Package is offered as part of the Monthly Rent or for a separate fee, Resident agrees to pay an activation charge not to exceed \$50. This activation charge will be a one-time fee due upon move in to cover the Owner's administrative costs with respect to having third party communication providers deliver technology-related services in the Unit and the Community.

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- ii. **Adding or Subtracting Technology Package.** In the event Technology Package amenities are not included in the Monthly Rent, Owner shall have the right during the term of this Lease to add such amenities as part of Resident's Monthly Rent by providing Resident with at least 30 days written notice and requiring that Resident pay an additional fee as part of the Monthly Rent. In the event Owner requires Resident to pay an additional fee for the Technology Package amenities, the Monthly Rent shall be increased by the amount indicated in Owner's notice. In the event that Owner's costs of providing the Technology Package amenities (including costs directly paid to communications providers or any indirect costs of the Owner associated with administering the amenities) to Resident increase, Owner shall have the right to increase the Monthly Rent by the amount of such increased costs (not to exceed \$5.00 per month) by providing Resident with at least 30 days' prior written notice. In the event of such notice, the increased Monthly Rent will commence on the first day of the month after the expiration of 30 days from the date of Owner's notice. In the event that any Technology Package amenity is provided as part of the Monthly Rent identified on page 1 of this Lease, Resident acknowledges that to the extent allowed by applicable law, the Owner may discontinue such amenity by providing Resident at least 30 days prior written notice of such discontinuation in service. In the event Owner provides such notice to Resident, Resident acknowledges that Resident's ability to receive the applicable amenity after Owner's termination date will be at Resident's sole option and expense by contacting the applicable service provider.
 - iii. **Technology Providers.** Resident also acknowledges that the communications providers supplying the Technology Package amenities are independent contractors, that the communications providers are responsible for all repairs or service, and that the Owner makes no representations or warranties with respect to any service, repair or warranty of any communications provider.
 - iv. **Wireless Hi-Speed Internet.** In the event that wireless hi-speed internet access service is provided to the Unit, Resident agrees to comply with all rules applicable to access and use of wireless hi-speed internet including complying with all local, state, federal and international laws and regulations which may apply to such access or use. Resident also agrees that neither the Owner nor the Owner's managing agents are responsible for security, viruses, controlling spam, malfunctions or interruption of internet service to the Unit or the Community. To the extent allowed by applicable law, Resident holds the Owner and its managing agents harmless from any and all claims relating to internet activity, malfunctions or interruption of service.
 - v. **Technology Equipment.** In the event that any wiring, cable, internet or technology-related equipment is provided in the Unit or in connection with the Technology Package Program, Resident agrees to maintain such wiring, cable or equipment in good condition and leave such wiring, cable or equipment in the Unit following Resident's occupancy. In the event that such wiring, cable or equipment is provided and either lost, stolen, damaged or otherwise not left in the Unit in good condition at the end of Resident's occupancy of the Unit, Resident shall pay the cost to repair or replace, as the case may be, such wiring, cable or equipment. In the event that wiring, cable or equipment is provided to Resident, Resident shall be responsible for returning such wiring, cable or equipment to the provider in accordance with the provider's instructions. In the event wiring, cable or equipment is not provided to Resident either in the Unit or in connection with the Technology Package Program, Resident acknowledges that it is Resident's responsibility to obtain any wiring, cable or equipment necessary to receive the Technology Package.
- d. **Valet Waste.** In the event Valet Waste is included in Monthly Rent identified on page 1 of this Lease, Resident shall comply with all applicable rules established by Owner regarding the Valet Waste Service. Resident acknowledges that, to the extent allowed by applicable law, the Owner may discontinue Valet Waste service by providing Resident at least 30 days' prior written notice of such discontinuation in service; in which case, the Monthly Rent will be reduced by the cost of Valet Waste to Owner as identified in the Owner's notice effective as of the first day of the calendar month following 30 days from the date of Owner's notice. Additionally, in the event Valet Waste costs (including costs paid by Owner for the trash disposal statement and any indirect costs by Owner associated with providing valet waste service) increases, Owner shall have the right to increase the Monthly Rent by the amount of such increased costs (not to exceed \$5.00 per month) by providing Resident at least 30 days' prior written notice. In the event of such notice, the increased Monthly Rent will commence on the first day of the calendar month after the expiration of 30 days from the date of Owner's notice.
- e. **Vendors.** Resident acknowledges that, from time to time, the Owner may distribute marketing materials from various vendors that have made arrangements with the Owner to provide services to residents of the Community. Resident acknowledges that, notwithstanding Resident's use of such vendors or

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any other vendors, Owner makes no representations or warranties that the communities infrastructure (including cabling or wiring for internet or other computer related services) are compatible with or failsafe when used with any particular vendor's services. Resident acknowledges that vendors serving residents generally in the Community are not affiliated with, not sponsored by or related to Owner unless Owner expressly advises Resident otherwise in writing and that Resident will not hold Owner responsible for the acts or omissions or services provided by such vendors. Resident represents that Resident will conduct Resident's own inquiry and due diligence with respect to retaining such vendors and releases the Owner from any and all liability, responsibility or claims of any nature whatsoever with respect to any services provided by any such vendors.

f. See State Addendum for additional provisions.

13. **Pets.** Pets are not permitted in the Unit or the Community unless approved in writing by the Owner. The Owner will authorize an assistance animal for a disabled person in accordance with applicable provisions of fair housing laws, rules and regulations. In the event that a pet is allowed in the Community, Resident acknowledges that Resident must sign a pet addendum thereby agreeing to adhere to Owner's pet regulations, including any applicable breed or pet-type restrictions or pet weight limit, pay an additional security deposit, pay a nonrefundable pet fee and pay any applicable additional Rent required by Owner due to the presence of Resident's pet. In the event an additional security deposit is paid, Resident acknowledges that this additional deposit will become part of the general Security Deposit and may, to the extent permitted by applicable law, be used as security for Resident's payment of Rent and other charges due under this Lease whether or not the charges are related to Resident's pet. Resident acknowledges that pets, if any, allowed in the Community must be kept on a leash at all times when in the common areas and that Resident is responsible for cleaning up after Resident's pet. In the event that Resident violates any restrictions or policies regarding pets, Resident will be deemed to be in default of this Lease, in which case, Owner shall be entitled to pursue any and all rights and remedies it has against Resident. Owner's rights shall include the right to require Resident to immediately remove any unauthorized pet or sign a pet addendum and pay the appropriate deposits and fees. Resident shall be responsible for paying a fee of up to \$500 per violation in the event that Resident fails to comply with these rules. Additionally, the Owner may call the appropriate authorities and have the pet removed if: (i) there is an unauthorized pet in the Unit; (ii) the pet is left in the Unit for an extended period of time without being properly supervised; (iii) the pet has been abandoned; (iv) Resident has failed to care for a sick pet; or (v) the pet has been left unattended in the Community.
14. **Keys.** Upon the execution of this Lease, Resident acknowledges that Resident has been provided with the keys identified on the Inventory and Condition Form. Resident agrees that the Owner's managing agent is entitled to have a key to the Unit. If a lock change is requested by Resident, such request must be in writing and Resident may be subject to a lock change fee.
15. **Permitted Use.** Resident and all Occupants as listed on this Lease shall occupy the Unit during the term of this Lease and use the Unit solely for residential purposes. Resident shall not permit the Unit to be used for any other purpose.
16. **Security.**
 - a. Security-related mechanisms in the Community. Resident recognizes that no security devices or measures on the property are fail-safe or designed to provide Resident, Occupants of the Unit or their respective guests with personal security of any type whatsoever. In the event the Community offers an intrusion alarm, Resident acknowledges that Resident has been given separate instructions on the proper operation of the alarm, that any alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Any charges resulting from the use of the alarm will be charged to Resident, including but not limited, to any false alarms with police, fire or ambulance response or other required governmental charges. In the event that Owner has engaged the services of a patrol service or patrol personnel, Resident acknowledges that any such patrol will not be equipped to provide personal security to Resident, Occupants of the Unit or their respective guests and will only serve as additional eyes and ears for the Owner's managing agent. In the event that the Community is equipped with simplex locks to the fitness center, laundry rooms, pool or other areas, Resident understands that pass codes are for Resident's use only and that Resident must accompany all guests. In the event the Community has cameras in the common areas, Resident acknowledges that: (i) the cameras may malfunction or be rendered inoperative; (ii) there is no guarantee or warranty that the cameras will function on a 24 hour basis or that images from the cameras will record or be stored or preserved; and (iii) Owner shall have no obligations to provide any images or recordings from the camera unless the release is properly requested by law enforcement personnel. Resident acknowledges that Owner is not and shall not become liable to resident, Occupants of the Unit or their respective guests for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of any security-related mechanisms in the Community including, but not necessarily limited to, intrusion alarms, patrol personnel, access gates or locks to common area facilities available to Resident. Owner reserves the right

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to, at any time, increase, decrease, eliminate, or add any security-related measures or mechanisms or access controlled devices or systems as it deems appropriate in its sole and absolute discretion.

b. Access Control System. Owner shall have the right but not the obligation to install or contract for the installation or provision of an Access Control System for the Community. Access Control System shall mean any surveillance, monitoring or other system intended to control access. By way of example, and not by limitation, this term may include electronic entrance gates, a manned or unmanned gatehouse, a roving attendant or a combination thereof.

c. Residents' Responsibility. Resident acknowledges that Owner does not represent or warrant that any security related mechanism: (i) will not be compromised, circumvented or malfunction; (ii) will prevent loss by fire, smoke, burglary, theft, holdup, or other criminal conduct; or (iii) will provide the detection which the system is designed or intended. Owner shall not be liable to the resident and occupants of any unit, their guests or invitees, as applicable, for any loss that may occur by reason of the criminal acts of others including, but not limited to, break-ins, burglaries or acts of vandalism. Each resident is responsible for protecting and insuring themselves in connection with such acts or incidents. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PROVISION OF ANY SECURITY RELATED MECHANISM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OR LEVEL OF SECURITY WITHIN THE COMMUNITY. OWNER DOES NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY SECURITY RELATED MECHANISM OR THAT ANY SUCH MECHANISM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MECHANISM IS DESIGNED TO MONITOR SUCH OCCURRENCES.

d. Patios and Balconies. Resident acknowledges that Resident and all guests of Resident shall comply with all Community Policies with respect to the use and occupancy of patios and balconies. Resident further acknowledges that Resident will be responsible for assuring that: (i) the patio or balcony is not overcrowded; (i) no items will be placed on the patios or balconies that cause an excessive amount of weight on the patios or balconies; (iii) no items will be placed on the patios or balconies that could blow or fall off of the balcony or patio; and (iv) no items will be placed on or over the balcony or patio railings.

17. Lakes. Resident acknowledges that the Community's lakes, if any, are for aesthetic purposes only. Swimming and boating are not allowed in lakes and waterways by Resident, Occupants of the Unit or guests. Fishing, if permitted at all, is on a "catch and release" basis only. Resident shall not use or permit any guests or Occupants to use the lakes for swimming, bathing, boating or any other recreational activity. Resident acknowledges that the lakes can be deep in places and that there are no fences around or lifeguards at the lakes and that the use of the lakes for any other reason by Resident or any guests or Occupants is strictly prohibited. Resident further agrees that Owner is not liable to Resident, Resident's guests or any other occupants for personal injury or damage or loss resulting from the use of the lakes by Resident or Resident's guests or Occupants. Resident must take whatever steps necessary to assure compliance with this provision by you as well as Resident's guests and Occupants who reside in the Unit. Resident agrees to comply with any and all signs and rules and regulations which Owner may, from time to time, adopt with respect to the lakes and to assure such compliance by Occupants and guests.

18. Wild Animal Hazards. Resident acknowledges that Resident is aware that the Community contains or is located adjacent to certain undeveloped property which may contain or harbor wild animals, snakes or insects. Do not feed these animals. Resident is aware that wild animals present certain inherent and substantial hazards to persons and property. Despite these hazards, Resident has chosen to rent the Unit and hereby fully assumes the risk of these hazards. Owner and Owner's respective agents and employees shall not be liable for any injuries, claims, deaths, damages, or losses to persons or property (including but not limited to pets or vehicles of Resident and Occupants and their respective guests and invitees) in any way caused by or related to wild animals which either reside within the Community or travel through the Community. To this end, it is expressly understood and agreed by the parties that Owner and Owner's representatives are not insurers and that insurance covering personal injury and property loss or damage occurring on, in or near the Unit shall be obtained by Resident to cover any injury, claim, death, damage or loss to Resident, or Resident's guests or invitees may incur or suffer. It is further understood and agreed by the parties that the Rent being charged Resident is not sufficient to guarantee that no loss, damage or injury will occur.

19. Insurance.

a. Insurance Requirements. Owner requires that Resident maintain, at Resident's sole expense, renter's insurance during the term of this Lease and any subsequent renewal periods to help protect Resident, Resident's property and Owner's property. Resident agrees to provide Owner with proof of all required insurance issued by a licensed insurance company of the Resident's selection. The limits of liability must be in an amount not less than the lesser of (i) \$100,000 per occurrence or (ii) the maximum amount

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permitted by applicable law. The Community must be listed on the policy as an "additional insured" or "interested party".

b. **Referral of Insurance Provider.** Resident acknowledges that, if Owner informs Resident of an insurance carrier that provides Resident with an opportunity to purchase renter's insurance or liability insurance policies, Owner is doing so only for the purpose of informing Resident and not, in any way, to aide in the transaction of the business of the carrier. Owner will not discuss specific insurance policy terms or conditions with Resident. Resident acknowledges that Owner does not engage in the business of insurance by receiving or collecting any consideration for insurance, including, but not limited to, a premium. Owner does not directly or indirectly act as an agent for or otherwise represent or assist an insurer or person in any aspect of the business of insurance including, but not limited to, soliciting, negotiating, procuring or effectuating insurance or a renewal of insurance or disseminating information relating to coverage or rates. The Owner does not own or operate an insurance company and makes no guarantees, representations or promises concerning insurance or services provided by an insurance carrier, whether or not Owner identifies an insurance carrier for Resident to call. Resident is under no obligation to purchase renter's insurance or liability insurance through any specific carrier.

c. **Failure to Maintain Insurance.** In the event Resident fails to maintain renter's insurance as required by this section, Resident shall be in violation of the Lease; in which case, Owner shall be entitled to pursue any rights or remedies. Additionally, Resident shall be required to pay, as a liquidated damage, as a result of Resident's default, \$25.00 per month on or before the first day of each month following Resident's default, to Owner as additional rent. Resident acknowledges that: (i) the liquidated damage assessed in this section is a reasonable estimate of uncertain damages to the Owner that is incapable of precise calculation and results from Owner's time, cost and additional exposure resulting from Resident's failure to maintain the proper level of insurance; (ii) Owner may, but is not obligated to, use the liquidated damage amount to purchase coverage for property damage to protect Owner from damage caused by Resident; (iii) if Owner purchases additional insurance, such insurance will not protect Resident against loss or damage to Resident's personal property or belongings; and (iv) subrogation will be allowed with respect to any claims Owner's insurance carrier may have against resident.

d. **Protection of Resident's Property.** Owner is not responsible for, and will not provide fire or casualty insurance for, the personal property (including any vehicles) of Resident or Occupants of the Unit. Neither Owner nor Owner's managing agent shall be liable to Resident, other Occupants of the Unit or their respective guests for any damage, injury or loss to person or property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, the criminal acts of others or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Owner. Owner has no duty to remove ice, sleet, or snow from any areas within the Community. Resident assumes all risks with respect to, and Resident is required to secure insurance in accordance with subparagraph (a) above. Unless prohibited by law, Resident waives any insurance subrogation rights or claims against Owner, Owner's managing agent or their respective insurers.

20. **Notice of Injuries.** In the event that Resident or any Occupants or any of their guests or visitors suffer any damage or injury for which they believe that Owner might be liable, the Resident agrees to notify Owner in writing within ten (10) days of the occurrence of the injury, or as soon after the injury as practical, whichever is sooner. The failure of Resident to notify Owner of any of these injuries or damages will be a breach of this Lease, and to the fullest extent allowed by applicable law, Resident will be responsible to Owner for any loss which Owner might suffer arising out of Resident's failure to notify Owner, including Owner's inability to determine the cause or responsibility for the injuries or damages.
21. **Conduct of Resident, Occupants and Guests.** Resident agrees that Resident, Occupants of the Unit or their respective guests or invitees shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, or convenience of others in or near the Community; (iii) disturb or disrupt the business of Owner or Owner's managing agent; (iv) engage in or threaten violence; (v) be arrested for or engage in criminal conduct (felony or misdemeanor) involving actual or potential risk of harm to a person or any sex-related conduct; (vi) violate criminal laws, regardless of whether arrest or conviction occurs; (vii) display, discharge, or possess a gun, knife or other weapon in a way that may alarm others; (viii) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit or anywhere else at the Community; (ix) maintain the Unit in an unclean, unkempt or hazardous condition; (x) bring or store hazardous materials in the Unit or in the community; or (xi) injure the reputation of the Owner or the Owner's managing agent by making bad faith allegations against the Owner or Owner's managing agent to others. Solicitation will not be allowed at the Community unless written permission from the Owner or Owner's managing agent is given.
22. **Policies.** Resident agrees to abide by any and all posted rules and community policies including, but not limited to, rules with respect to noise, disposal of refuse, pets, parking and use of common areas. Further, Resident agrees to abide by all amendments and additions to said rules after due notice of any such

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amendments or additions. At the time of execution of this Lease, Resident acknowledges that Resident has signed and received a copy of all current community policies pertaining to the Unit and the Community.

23. **Fitness Room And Other Facilities.** The use by Resident, Occupants and guests of the fitness room and other common facilities, including use of any fitness equipment or weights in the fitness room, is at the user's sole risk and Resident assumes full responsibility for any injuries which may result from the use of the fitness room or other common facilities by Resident, Occupants or guests. Resident agrees to indemnify and hold harmless Owner, Owner's managing agent and their respective agents and employees from and against any and all claims or demands, costs or expenses, arising out of or in any way related to use by Resident, Occupants and guests of the fitness room and other common facilities including, but not limited to, any personal injuries, damages or other losses. Resident shall assure compliance with all posted rules.
24. **Satellite Dishes.** To the extent allowed to be restricted by Owner under applicable law, Resident agrees to abide by the following provisions:
- a. No antenna or satellite dish may exceed one meter (39 inches) in diameter.
 - b. No antenna or satellite dish may protrude beyond the horizontal or vertical space that is leased to the Resident for the Resident's exclusive use, including any patio area leased by Resident (installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, common areas or in any other area that other residents are allowed to use). Allowable locations may not provide an optimal signal or any signal at all.
 - c. An antenna or satellite dish must serve only one Unit.
 - d. No antenna or satellite dish may be attached to a balcony railing or fence except by a bracket that does not require holes to be made in the railing or fence.
 - e. Installation of the antenna or satellite dish shall occur only between the hours of 8:00 a.m. and 9:00 p.m.
 - f. The installation of the antenna or satellite dish shall not cause any holes to be made in any ceiling, exterior wall, window or door or the Unit or the roof, walls, windows or doors of any building in the Community.
 - g. The installation of the antenna or satellite dish must conform to local fire and safety codes and building codes.
 - h. Resident shall be solely responsible for maintaining any antenna or satellite dish installed and all related equipment.
 - i. Resident must remove the antenna or satellite dish and other related equipment when Resident moves out of the Unit; Resident will be responsible for paying for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Unit to its condition prior to the installation of the antenna or satellite dish or related equipment.

Resident hereby releases, indemnifies and holds harmless Owner, Camden Development, Inc. as well as their respective affiliates, owners, shareholders, partners, officers, directors, employees, agents, successors and assigns from and against any and all obligations, liabilities, claims, losses or actions of any nature whatsoever, whether in contract, in tort or otherwise relating to, arising out of, or in any way connected with the installation, use or maintenance of an antenna or satellite dish in the Unit or the Community, including the balcony, balcony railing or patio which may be deemed to be a part of the Unit. Resident shall pay, upon demand, Owner for any and all expenses, exceeding ordinary wear and tear, arising out of or caused by the installation, use or maintenance of an antenna or satellite dish.

25. **Reimbursement.** In the event that any damage or loss to Owner is caused by Resident, Occupants of the Unit or their respective guests or invitees (including contractors), Resident shall be liable for such damage or loss and shall immediately reimburse Owner for such damage or loss. **Unless caused by the Owner's negligence, the Owner is not liable for and Resident must pay for repairs, replacement costs and damage to the following if occurring during the term of this Lease (including any month-to-month renewal): (i) damage to doors, windows or screens; (ii) damage from windows or doors left open; and (iii) damage from wastewater stoppages caused by improper objects in lines exclusively serving the Unit. Resident acknowledges that the repairs, replacement costs and damages for which Resident will be responsible include damages caused by Resident, Resident's household members, pets, guests or agents. At Owner's discretion, Resident shall pay for such repairs in advance; any delay or postponement in demanding payment for such sums shall not waive Owner's right to demand such payment.**

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26. **Smoke Alarms.** Resident acknowledges that the smoke alarm or smoke alarms (if any are required to be in the Unit pursuant to applicable law) in the Unit are in good working order at the beginning of Resident's possession of the Unit. Resident agrees that Owner's duty to inspect and repair a smoke alarm, pursuant to applicable law is expressly conditioned upon the Resident giving the Owner written notice of a malfunction or request to Owner that the smoke alarm be inspected or repaired. Resident must make Resident's request for installation, inspection or repair in writing. To the fullest extent allowed by applicable law, Resident is responsible for replacing all smoke alarm batteries.
27. **Default by Owner.** Owner agrees to abide by applicable law regarding repairs and performance under this Lease. ALL REQUESTS FOR REPAIRS MUST BE IN WRITING. Unless exercising a right specifically granted by applicable law, Resident shall not be entitled to any abatement of Rent for any inconvenience or annoyance in connection with Owner's repairs or maintenance and may not withhold Rent under any circumstances, regardless of any alleged failure by Owner to repair or maintain, unless otherwise provided by applicable law. **To the extent allowed by applicable law, Resident waives any ability or right to serve as a representative party for others similarly situated or participate in a class action suit or claim against the Owner or the Owner's managing agents. Resident acknowledges that this waiver does not, in any way, affect Resident's right to pursue any rights or remedies Resident may have against Owner as a result of Owner's default. This waiver only restricts Resident's ability to serve as a representative party or participate in a class action suit or claim against Owner or Owner's managing agents.**
28. **Default by Resident.** If Resident fails to pay Rent or other lawful charges when due or gives false information on any application for rental, or if Resident, Occupants or their guests fail to comply with any other term, covenant or condition of this Lease, Owner may pursue any rights or remedies provided by applicable law. (See attached State Addendum for additional provisions.) In addition to the foregoing, in the event Resident defaults under this Lease, Resident shall be liable to the fullest extent allowed by applicable law for repayment of the value of any rent concessions received by Resident and for any court costs and reasonable attorneys fees incurred by Owner to enforce this Lease (including any attorneys' fees in any court action in which the Owner prevails) plus interest on all unpaid amounts at the rate of eighteen percent (18%) per annum from the due date until paid. Provided, however, if the assessment of interest at the rate of eighteen percent (18%) per annum violates applicable usury laws, the parties agree that the rate of interest on all unpaid amounts shall be the maximum rate allowed by applicable law, and Resident will not be required to pay interest or other amounts in excess of the amount allowed by applicable law. Acceleration of Rent by Owner is subject to any duty Owner has under applicable law to mitigate damages. Owner may report unpaid Rentals or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. **RESIDENT HEREBY AUTHORIZES OWNER OR OWNER'S AGENTS TO OBTAIN AND HEREBY INSTRUCTS ANY CONSUMER REPORTING AGENCY TO FURNISH A CONSUMER REPORT UNDER THE FAIR CREDIT REPORTING ACT TO OWNER OR OWNER'S AGENTS TO USE SUCH CONSUMER REPORT IN ATTEMPTING TO COLLECT ANY AMOUNTS DUE AND OWING UNDER THIS LEASE OR FOR ANY OTHER PERMISSIBLE PURPOSE.**
29. **Entry.** Subject to any requirements provided by applicable law, Owner (and any agent or vendor authorized by Owner) shall have the right to enter the Unit (as well as any garage or storage unit leased by Resident) for any reasonable business purpose which includes, but is not necessarily limited to, making repairs or replacements, doing preventative maintenance, leaving notices, removing health or safety hazards, inspecting the Unit in case of emergency, allowing entry by law enforcement officers, showing the Unit to prospective residents or buyers and showing the Unit to lenders, appraisers, contractors, insurance agents or other vendors of the Owner.
30. **Alterations.** Unless required to be permitted by law, Resident shall not make or permit to be made any alterations, additions or attachments to the Unit or the Community (including any garage or storage unit used by Resident) or any part thereof including, but not limited to, the balcony or overhang, or change or add any lock, without the prior written consent of Owner. At any time, Owner may remove, at Resident's sole cost and expense, any fixtures, alterations, additions or property which does not conform with this Lease or any rules or regulations established by Owner.
31. **Construction, Casualty and Environmental Issues.**
- a. **Construction.** In the event that the Community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas.
- b. **Mold Related Conditions.** Resident represents that at the commencement of Resident's occupancy of the Unit, Resident has inspected the Unit and has found the Unit to be free of signs of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Unit or discoloration or staining in the sheetrock of the Unit, at any time during Resident's occupancy of the Unit, Resident shall immediately provide written

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notice to Owner of any such condition. Resident agrees that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (i) excessive moisture can collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Unit clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Unit and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Unit through proper operation of the air conditioning and heating systems and plumbing fixtures.

c. Resident's Compliance with Rules. Resident shall be responsible for any damages caused by the failure of Resident, Occupants of the Unit or their guests or invitees to comply with any rules or regulations established by Owner including, but not limited to, damages caused to pipes when freeze guidelines are not followed and damages caused by Resident's failure to maintain utilities in the Unit. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain the Unit in accordance with this provision.

d. Owner's Right to Terminate Lease. Unless otherwise provided by applicable law, the Owner may, but is not be obligated to, terminate this Lease by giving no less than twenty-four (24) hours' notice to Resident if the Unit or the Community in general is rendered uninhabitable due to: (i) fire or catastrophic damage; (ii) environmental issues including, but not limited to, the existence of mold, radon gas, bed bugs, structural defects or any other condition that may affect the habitability of the Unit; (iii) a condemnation taking; or (iv) any causes beyond the control of the Owner. Unless otherwise provided by applicable law, the Owner may terminate this Lease by giving no less than thirty (30) days' notice to Resident if the Unit or the Community in general is undergoing, or about to undergo, repairs or rehabilitation (not caused by fire, catastrophic damage, environmental issues, condemnation taking or causes beyond the control of the Owner) which will render the Unit or the Community in general uninhabitable, as determined by Owner in its sole opinion. Resident understands and agrees that the Owner may, at any time, convert the Community to a condominium or cooperative development; if the Community is converted and the Unit is to be sold to the public, Owner may elect to terminate this Lease by giving the Resident no less than thirty (30) days written notice or within such other time frame allowed by applicable law. In the event of Owner's termination under this section, Resident shall vacate the Unit and remove all of Resident's personal belongings from the Unit and Rent will be prorated accordingly through the termination date.

e. Odors. Resident agrees that, to the fullest extent allowed by applicable law, Owner shall have no duty to make the Unit smoke-free or odor-free to Resident's satisfaction, particularly where smoke, odors or smells are caused by others in the Community. Resident acknowledges that certain smells (to include cooking certain types of food), odors, and tobacco smoke caused by Resident or others in the Community have the capability of penetrating walls, ceilings, and floors and Resident further agrees that this reality is inherent in any multi-family living environment such as condominiums, apartments or any other multi-family housing communities. Resident agrees that it is impossible or unreasonably impractical for Owner to prevent odors, smoke, and other smells from entering the Unit from neighboring rental units and, except as provided by law, Owner has no duty to prevent odors, smoke and other smells from entering the Unit from neighboring rental units.

f. Noises. Resident acknowledges that, due to the inherent nature of multifamily living environments, there is no guaranty that the Unit will be quiet, safe, or peaceful. Resident agrees that certain everyday sounds such as walking, talking, cleaning, using common appliances, and the occasional entertaining of guests will penetrate walls, floors, and ceilings, and as such, Resident agrees that Owner cannot guarantee that Resident will have a quiet and serene living environment. As such, Resident agrees that it is impossible or unreasonably impractical for Owner to prevent noises or sounds from penetrating the walls, floors, and ceilings of the Unit. Except as provided by law, Owner shall have no duty to prevent noises or signs from penetrating the walls, floors and ceilings of the Unit.

g. Bed Bugs and Pest Control. Resident acknowledges that: (i) bed bugs can be transported to the Unit through bedding, clothes, fabrics or other items moved by Resident into the Unit; and (ii) if bed bugs infest the Unit, treatment involves not only the Unit but also the surrounding units. Resident represents that Resident has not had a previous issue with bed bugs and that no bed bugs will be transported into the Unit by Resident. In the event that a bed bug issue arises in the Unit, Resident shall be responsible for: (i) washing all clothes, bed sheets, draperies, towels, etc. in extremely hot water; (ii) thoroughly cleaning all luggage, handbags, shoes and clothes; and (iii) cooperating with the Owner's remediation efforts including immediately disposing of mattresses, seat cushions or other upholstered furniture, if requested. In the event that the Community has regular pest control treatments, unless pest control is included in the Total Monthly

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Rent identified on page 1 of this Lease, or otherwise prohibited by applicable law, Resident agrees to pay the monthly charge not to exceed \$5.00 per month for pest control service which will be added as a separate line item on the bill Resident receives for water, sewer and trash services. In the event there are bed bugs or other pests in the Unit not caused by the Owner, Resident agrees to pay Owner, upon demand, for all bed bug-related pest control treatments, which Resident acknowledges may involve treatment of not only the Unit but also surrounding units in the Community. In the event that Resident's representations with respect to the bed bugs is untrue or Resident fails to comply with any terms of this provision, Resident shall be deemed to be in default of this Lease; in which case, Owner shall be entitled to pursue any rights or remedies available under the Lease or applicable law including, but not limited to, terminating the Resident's right to possession of the Unit. Resident hereby agrees that the Owner may, but shall not be obligated to, give twenty-four (24) hours' notice prior to the application of a pesticide in the Unit. Provided, however, if Resident requests the application of the pesticide, no prior notice is required. Residents who have concerns about specific pesticides shall notify Owner in writing. If Resident desires to leave the Unit during the period of application, Resident agrees that no offset of rent, damages, or any claim whatsoever shall be sought against Owner. Resident also agrees to release and hold Owner harmless from any allergic reactions or other medical conditions as a result of the application of any pesticide. If bed bugs are determined to be present in the Unit, Owner may, at its sole discretion, and to the extent allowed by applicable law, terminate this Lease and require Resident to vacate the Unit and move all of Resident's personal property including furniture, clothing and all other property out of the Unit. Resident acknowledges that Owner's right to terminate this Lease and obtain possession of the Unit is regardless of who is responsible for causing the infestation or presence of bed bugs.

32. **Parking.** Resident shall comply with all rules and regulations pertaining to parking in the State Addendum and Community Policies in addition to the following:

a. **General Guidelines.** Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Community. Unless Owner notifies Resident otherwise, Resident's parking space(s) shall be unassigned. Neither Resident nor Occupants of the Unit nor their respective guests or invitees (including contractors) or others shall park in NO PARKING ZONES or other restricted areas. Vehicles parked in restricted areas will be subject to being towed in accordance with applicable law. Vehicles that have expired registration or inspection stickers or license tags or are inoperable are subject to being towed at the vehicle owner's expense according to applicable law. Additionally, vehicles may not be stored in the parking area of the Community. If any vehicles are parked in the Community for a period of 15 days or more without being moved, the vehicles will be considered abandoned and subject to being towed in accordance with state law. Resident shall only be allowed to wash vehicles in designated areas of the Community; if no areas have been designated, Resident shall not wash vehicles in the Community. Resident shall not repair vehicles in the Community. Vehicles parked in tow away zones, fire lanes, reserved parking, disabled parking or blocking a trash receptacle are subject to being towed at the vehicle owner's expense in accordance with applicable law. All posted speed limits must be observed. When a speed limit is not posted, the speed limit in the Community is 10 MPH. Motorcycles and motorbikes are considered motor vehicles and should be treated as such. Unless the Owner provides written consent and the appropriate documentation is provided, no trailers, motor homes, unauthorized boats, campers or large trucks are allowed on any parking facilities. Resident shall not park a motor vehicle on the lawn or sidewalks, or any other areas not designated as proper parking facilities, even when moving into or out of the Unit. Vehicles taking up more than one parking space will be subject to being towed at the vehicle owner's expense in accordance with applicable law. Neither Owner nor Owner's management personnel shall be liable for any damages or costs arising out of any claims, loss, damage or liability from towing unauthorized vehicles from the Community. Resident hereby indemnifies and holds harmless the Owner, the Owner's managing agent as well as their respective officers, employees, agents, successors and assigns from and against all damages, loss, or liability (including attorneys' fees and court costs) arising out of or connected with the towing of unauthorized vehicles owned or operated by Resident, Occupants of the Unit or their respective guests or invitees (including vendors) from the Community.

b. **Garages and Carports.** In the event the Community offers the use of a garage or a carport in addition to your Unit, Resident acknowledges that the garage or carport, as the case may be, is for parking Resident's vehicle only; neither garages nor carports are to be used for storage. The storage space, if any, provided with the Unit is to be used for storage needs. Owner may change Resident's designated parking space, garage or carport assignments during the term of this Lease by providing Resident with at least 10 days' prior written notice of such reassignment. In the event of a reassignment, Resident shall sign the appropriate documents requested by Owner to evidence the reassignment.

33. **Owner's Acceptance of Mail Packages.** In the event that Owner accepts delivery of Resident's mail or packages, Resident acknowledges that Owner is not responsible for lost, stolen or damaged items and Resident releases Owner from all liability with respect to the acceptance or storage of any mail or packages. Management reserves the right to refuse any electronic devices and exceptionally large and/or heavy packages and may limit the number of packages accepted. If packages are not picked up within three (3) working days, Management reserves the right to return them.

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34. **Notices.**

a. **To Resident.** Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will immediately notify the Owner in the event that Resident's electronic mail address changes for any reason. Notice to Resident for any reason under this Lease shall be proper if given by any method allowed by applicable law or by first class mail, certified mail, return receipt requested, overnight delivery, or by hand delivery to the Unit or to Resident at the address of the Unit. Notice to Resident shall also be proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or, unless Resident instructs Owner otherwise in writing, by electronic mail at the electronic mail address provided by Resident. Notice to Resident for all purposes, unless applicable law provides otherwise, shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed. If notice is being provided by Owner to Resident and there is more than one Resident under this Lease, at Owner's discretion, notice to one Resident shall constitute notice to all Residents. Additionally, if notice (including notice requesting service or permitting entry into the Unit) is being provided to Owner by Resident and there is more than one Resident under this Lease, at Owner's discretion, notice from one Resident shall constitute notice from all Residents.

b. **To Owner.** Notice to Owner for any reason under this Lease shall be proper if given by any method allowed by applicable law or by first class mail, certified mail, return receipt requested, overnight delivery, or by hand delivery to the Owner or the Community Manager in the management office of the Community. Notice by mail shall be to the address of the Community as identified on page 1 of this Lease. The name of Owner's managing agent of the Community, and the party who is authorized to act for and on behalf of Owner for the purpose of receiving notices from the Resident, is Camden Development, Inc., c/o Community Manager. Resident shall not rely on electronically mailed notices to Owner. Notwithstanding the foregoing, Owner shall also have the option of accepting, but not the obligations to accept, electronically mailed notices from Resident in Owner's sole discretion.

35. **Lease Subordination.** This Lease is and will be subject and subordinate to the lien and provisions of any mortgages or deeds of trust now or hereafter placed against the Community or against Owner's interest or estate in the Community, and any renewals, modifications, consolidations and extensions of such mortgages or deed of trust, without the necessity of the execution or delivery of any further instruments by or to Resident to effect subordination. If any future mortgagee elects to have this Lease subordinated to the lien of such mortgagee's mortgage or deed of trust, and gives notice of such election to Resident, Resident shall execute any appropriate documents to subordinate this Lease to the lien of such mortgage or deed of trust. Resident will execute and deliver upon request from Owner, such further instruments evidencing the subordination of this Lease to any mortgage or deed of trust. In the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust against the Community, Resident will, upon request of any person or party succeeding to Owner's interest as a result of such proceedings, attorn to such successor in interest and recognize such successor in interest as Owner under this Lease; provided, however, unless otherwise provided by applicable law, in no event shall Resident have the right to terminate this Lease in the event of foreclosure by any lienholder of the Community.
36. **Disclosure of Information.** Resident hereby authorizes Owner to disclose information, upon request, relating to Resident's occupancy or other information in Resident's lease file for law-enforcement, governmental or business related purposes. Mortgage companies may be invoiced a minimum of \$25.00 per report for rental history inquiries.
37. **Verbal Representations and Waiver.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose duties (including duties related to security issues) or other obligations on Owner or Owner's representatives unless in writing. The failure by Owner or Owner's managing agent to enforce any terms of this Lease shall not constitute a waiver by Owner or Owner's managing agent of the right to enforce the terms of the Lease at any subsequent time. The acceptance of Rent due after any default shall not be construed to waive any right of Owner or affect any notice given or legal action commenced.
38. **Applicable Law.** This Lease shall be governed by the laws of the state in which the Unit is located; this Lease is performable and venue for any action shall be proper in the county in which the Unit is located.
39. **Partial Invalidity.** If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Owner's Agent Initials_____

Resident's Initials_____

40. **Liability of Owner's Managing Agent.** Resident acknowledges that Camden Development, Inc. is signing this Lease as agent, and not as principal, for the Owner whose assumed name is the name of the Community. Accordingly, Resident agrees that it will not hold Camden Development, Inc. responsible or liable for compliance with this Lease and that Resident's sole cause of action for breach of this Lease will be against Owner. Resident understands that Camden Development, Inc. is relying upon the statements contained in this paragraph as a basis for signing this Lease as agent on behalf of Owner.
41. **Signatures Required to Bind Parties.** Resident acknowledges that: (i) Resident and Owner's leasing representative have reviewed this Lease (including all addenda to this Lease); (ii) Owner's leasing representative, as "Owner's Agent" and Resident have initialed each page of this Lease and selected provisions where indicated; and (iii) Resident has agreed to the terms, covenants and conditions provided in this Lease and signed the page of this Lease on which the Resident's signature blank appears. To the extent allowed by applicable law and notwithstanding the initials provided by the respective parties and Resident's signature, Resident further acknowledges that this Lease shall only be binding upon Owner for a period of 30 days from the date on which the Lease term begins (such 30 day period shall be referred to as the "Temporary Lease Period") unless the Owner's agent for the Community has signed this Lease on behalf of Camden Development, Inc., as agent, not as principal, for the Owner where indicated in the end of this Lease. At the time the Owner's agent signs this lease, it becomes binding upon both parties for the full term of the Lease. In the event that the Owner's agent objects to any terms, covenants or conditions provided in this Lease, Resident will be so notified within the Temporary Lease Period and this Lease shall terminate effective as of the end of the Temporary Lease Period unless the Resident agrees with the revised terms, covenants and conditions. In the event of such termination, Resident shall have no further right to occupy the Unit and shall vacate the Unit by the end of the Temporary Lease Period. In the event that the Owner's agent neither signs this Lease where indicated or objects to any terms, covenants or conditions of this Lease by the end of the Temporary Lease Period, this Lease shall, nonetheless, be binding upon Owner and Resident as if the Owner's agent had signed the Lease without objection. In addition to the foregoing, to the extent allowed by applicable law, both parties agree that: (i) this Lease, applicable State Addendum and other lease documentation may be signed by each respective party's electronic signature without each party initialing each page; (ii) a Lease, State Addendum and other lease documentation signed with an electronic signature shall be as binding as an originally signed Lease, State Addendum and other lease documentation; and (iii) an electronically signed Lease, State Addendum and other lease documentation may not be denied legal effect or enforceability solely because it is in electronic form or signed with an electronic signature. Resident may request an electronic or paper copy from the Owner's representative at any time during the term of this Lease. Resident acknowledges that, unless prohibited by applicable law or otherwise indicated by Owner, any lease addenda previously signed by Resident shall be binding on Resident as if Resident signed such addenda with this Lease. Resident acknowledges and agrees that lease addenda previously signed do not have to be resigned to be effective during the term of this Lease. As used in this section, the term "lease documentation" shall include, without limitation, any amendments, renewals or other modifications of this Lease entered into from time to time by the parties.
42. **(See attached State Addendum for additional provisions.)**

Owner's Agent Initials_____

Resident's Initials_____

The terms of this Lease are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 07/19/2020

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

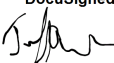
Signature: _____

Name Printed: _____


Date: _____

Owner's Agent Initials _____

Resident's Initials _____

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**STATE ADDENDUM TO RENTAL CONTRACT
(COLORADO)**

Community:	Camden Bellevue Station
Resident(s):	Jeff Weaver
Unit:	#212
Lease Date:	09/21/2020

This State Addendum to Rental Contract (this "Addendum") is made and entered into as of the same date as the Rental Contract (the "Lease") to which this Addendum is attached and made a part thereof by and between the Owner of the above referenced Community and Resident named above. The name and address of Owner's Agent is Camden Development, Inc. address: 6515 E Union Ave Denver, CO 80237-2773,. If this information changes in the future, Landlord or its authorized agent will notify you by email within one business day and, if applicable, will post the identity of the new landlord or authorized agent in the leasing office. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease and in the event the terms of this Addendum are inconsistent or conflict with the provisions of the Lease, the terms of this Addendum shall control. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Delivery of Unit.** The following sentences shall be added to paragraph 1 of the Lease entitled "**Delivery of Unit**"

Resident acknowledges that Resident has inspected the Unit, and that the Unit is in an acceptable "as is" condition, and that the Unit is in good, clean, and acceptable repair except as specifically may otherwise be agreed to by the parties in writing on Resident's Inventory and Condition Form. Immediately upon occupying, Resident will inspect the Unit and report any defects or problems on the Inventory and Condition Form. Resident's failure to report any defects or problems with the Unit on the Inventory and Condition Form within 48 hours of move-in, is and shall be a binding admission that the items described in the Inventory and Condition Form are acceptable and in good condition. Subject to the information on the Inventory and Condition Form, Resident accepts the Unit in as-is condition, without representation or warranty of any kind, whether express or implied, including any warranty or covenant of quiet enjoyment. Owner expressly disclaims any warranty or covenant of quiet enjoyment.

2. **Term.** The following sentences shall be added to paragraph 2 of the Lease entitled "**Term**":

If Resident fails to give the required 60 day notice of Resident's intent to vacate at the end of the Lease term, any extension, or renewal, and remains in possession of the Unit with the consent of Owner, Resident shall become a month to month tenant subject to all terms and conditions of this Lease except for the term which shall be month to month. Any notice given by Resident shall not relieve Resident from paying Owner any amounts owed by Resident under the Lease as such amounts become due. If Resident fails to give proper notice, Resident shall be liable for and agrees to pay to Owner all damages caused by such failure as set forth herein and under the law. At a minimum, Resident shall be liable for the rent due for the following month if the Unit is not re-rented due to Resident's failure to give proper notice. In order for Resident's notice to be effective, all Residents who executed the Lease must sign the notice. Resident's notice of intent to vacate shall only be effective on date the notice is actually received by or receipted for by Owner. Resident agrees to personally deliver and have Owner's agent receipt for any notice in order to guarantee the effective date of any notice. Resident agrees that the amounts agreed to be paid by Resident for failure to give proper notice in such an event represent a fair amount and method to allocate the numerous risks and liabilities between Resident and Owner if Resident fails to give the required notice to vacate. Upon receipt of any notice to vacate from Owner, Resident shall vacate on or before the date specified in the notice.

3. **Rent and Charges.** The following sentences shall be added to paragraph 3(b) of the Lease entitled "**Late Payments and NSF Fees**":

If Owner has not received the total Monthly Rent from Resident for any given month on or before the third day of the month in which such Rent is due, Resident shall pay a late charge of \$60.00 on the 4th day of the month plus \$10.00 per day commencing on the 5th day of the month for each and every day Monthly Rent or any portion thereof remains outstanding and unpaid. Owner agrees that the \$10.00 per day daily late charge will not exceed the number of actual days in a given month that the amount of Rent has not been paid. In addition to the \$60.00 late charge, Resident agrees to pay Owner the lesser of \$20.00 or the actual cost incurred by Owner for a returned check charge for each and every check from Resident received by Owner which is drawn on insufficient funds, dishonored, or not paid upon presentment for any reason. Resident must immediately replace any such check upon notice or demand with certified funds. If two or more of Resident's checks tendered to and received by Owner are not paid upon presentment for any reason, Resident shall without notice, demand, or request make all further payments to Owner in certified funds. If Resident makes any payment in response to an eviction notice or demand for Rent or possession after the demand period has expired,

Owner's Agent Initials _____

Resident's Initials _____



Resident shall make such payment in certified funds. If Resident makes any payment in response to an eviction notice or demand for Rent or possession after the demand period has expired, Resident shall pay Owner, in addition to any other amounts due, \$250 plus \$150 for eviction administrative fees and attorney fees. The administrative charge is not a late fee or penalty but rather is an addition to any charges set forth in the Lease. Resident agrees to pay all Sheriff's fees if Owner evicts Resident and incurs Sheriff's fees. Resident acknowledges that Owner may elect not to accept any Monthly Rent payment or other amounts due after its due date if all fees and charges do not accompany such payment owed by Resident through the date Resident offers payment. Such fees and costs include but may not be limited to late fees, check charges, eviction administrative fees, and attorneys' fees.

4. **Rent Increases and Lease Changes.** The following sentences shall be added to paragraph 4 of the Lease entitled "**Rent Increases and Lease Changes**":

Resident shall have accepted any modification or addition to any Lease term if Resident fails to vacate in accordance with the requirements set forth in this Lease prior to the date such modification or addition is to become effective.

5. **Security Deposit.** The following sentences shall be added to paragraph 5(a) of the Lease entitled "**Security Deposit**":

Resident agrees that Owner shall have 60 days after the termination of this Lease or surrender and acceptance of the Unit, whichever occurs last, to return all or any portion of the Security Deposit, if any, due Resident. Resident shall not be entitled to any interest on the Security Deposit, unless provided by law. In the event of a sale or transfer of the Community or the substitution of the managing agent of the Community, Resident hereby gives Resident's consent to the assignment of this Lease and agrees that the Security Deposit may be transferred to the succeeding owner or managing agent ("transferee"), whereupon the Owner and the Owner's managing agent shall be released from any and all liability for the Security Deposit upon Owner providing Resident written notice of the name and address of the transferee. The parties recognize and agree that all or part of the Security Deposit may be retained by the Owner in the event that Resident does not reside in the Unit for the full term of this Lease. Resident's liability shall not be limited to the Security Deposit. Owner and Resident agree that Resident's last known address shall be the Unit unless and until Resident provides a different address to Owner in writing and Owner acknowledges in writing receipt of Resident's forwarding address (new last known address). If Resident fails to provide a forwarding address (new last known address), Resident understands that all communications regarding Resident's Security Deposit and/or Resident's security deposit refund will be mailed to Resident's last known address which is the address of the Unit. If more than one person signed this Lease, Owner's or Owner's managing agent may issue one check for the Security Deposit refund payable jointly to all Residents, and mail such check to any last known address of any Resident.

6. **Move-Out Procedure and Rules.**

- a. The following sentences shall be added to paragraph 8(c) of the Lease entitled "**Holdover**":

Resident further covenants and agrees that upon expiration of the term of this Lease, or any extensions, or renewals, or upon the termination of this Lease or the termination of Resident's right of possession, whether or not this Lease has been terminated, Resident will at once peacefully surrender and deliver up the whole of the Unit, together with all improvements thereon to the Owner, Owner's managing agent or assigns. Resident agrees to accompany the Owner or the Owner's managing agent on an inspection of the Unit in order to verify the physical condition of the Unit at the expiration or termination of this Lease, and to assist the Owner or the Owner's managing agent, as the case may be, in completing a unit inspection report. Resident hereby agrees that in the event Resident fails or refuses to accompany the Owner or the Owner's managing agent, Resident shall be deemed to have accepted the inspection report on the physical condition of the Unit prepared by the Owner or the Owner's managing agent, as the case may be, and to pay for any damages listed on such inspection report. In any event, Resident agrees to vacate the Unit before 5:00 p.m. on the last day of the term of this Lease, or any extensions or renewals. Upon moving out, Resident must thoroughly clean the Unit, including doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If Resident does not clean adequately, Resident shall be liable for reasonable cleaning charges including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear and tear. Upon move out, Resident shall deliver to Owner's agent at the onsite Management Office all keys, access cards, remotes, or any other property issued by Owner's agent to Resident. If without the consent of Owner, Resident continues in possession of the Unit, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal; or after any notice to vacate, Resident shall be wrongfully holding over. For any wrongful hold over period, Resident shall pay Owner Rent in the amount of two (2) times the daily rent calculated by using the total Monthly Rent from the preceding month.

- b. The following shall replace paragraph 8(d) of the Lease entitled "**Abandonment**"

Abandonment. Resident covenants to occupy the Unit and shall be in default if Resident does not occupy the Unit on a regular, continuing, and consistent basis unless otherwise agreed to by Owner in writing. Resident shall have abandoned or surrendered the Unit if Resident turns in all keys or access devices regardless of

Owner's Agent Initials _____

Resident's Initials _____



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whether rent is paid or not. Resident shall have abandoned or surrendered the Unit if any of the following events occur and if Resident's personal belongings have been substantially removed, and Resident does not appear to be living in the Unit in Owner's reasonable judgment: Resident's move out or notice to vacate date has passed; Resident is in default for non-payment of rent for 5 consecutive days; water, gas, electric, or any other service for the Unit connected in Resident's name has been terminated or disconnected; Owner is in the process of judicially evicting Resident for any reason; and Resident fails to respond for 2 consecutive days to any notice posted on the inside of the main entry door to the Unit stating that Owner considers Resident to have abandoned. Resident also abandons or surrenders the Unit 10 days after the death of a sole resident. If Resident abandons the Unit or vacates the Unit upon the expiration or termination of this Lease while leaving personal property within the Unit, Resident specifically and irrevocably waives all title and interest Resident has to such property and grants to Owner full authority to immediately dispose of same without notice, court order, or accountability. Resident shall indemnify Owner, Owner's employees and representatives against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against Owner or any other indemnified in connection with Owner's removal of any property.

7. **Occupants.** The following sentences shall be added to paragraph 10 of the Lease entitled "**Occupants**":

If Owner or Owner's managing agent claims that any person residing in Resident's Unit is an unauthorized occupant, Resident shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Owner or Owner's managing agent as an unauthorized occupant does not reside at the Unit. Upon request by Owner, Resident shall also within three days provide in writing the name and otherwise identify any person who appears to be in unauthorized occupant in Owner's reasonable judgment. Owner may exclude from the Community or Unit any person not on the Lease including but not limited to guests or invitees who violate this Lease or any of the Community's policies, rules and regulations or disturb other residents, occupants, any of their guests, agents or other invitees or Owner's employees or agents. Owner may exclude or bar any person from the Community or Unit, for security or other legitimate reason in Owner's sole and absolute discretion including but not limited to Resident's who are prohibited from entering the Unit or coming onto the community property because of a valid court order. Owner may also exclude from any common area of the Community a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant or a guest, agent or other invitee of a specific resident or occupant in the Community.

8. **Assignment and Subletting.** The following sentences shall be added to paragraph 11 of the Lease entitled "**Assignment and Subletting**":

Owner's consent to any substitution of residents, assignment, or sublease may be withheld in Owner's sole and absolute discretion. Any substitution of residents, assignment, or sublease shall be minimally conditioned upon all affected Residents or future residents executing any documentation requested by Owner including but not limited to appropriate documentation regarding the accounting and disposition of the Security Deposit.

9. **Utilities and Services.** The following sentences shall be added after the first sentence, and in replacement of all sentences after the first sentence, of paragraph 12(a) of the Lease entitled "**Generally**" and paragraph 12(b) entitled "**Electricity and Gas**":

- a. Resident agrees that all utilities (except for those included in Monthly Rent) shall be Resident's sole responsibility and expense. Resident agrees that Owner has and will continue to have under the terms of this Lease the right to designate Resident's utility providers as allowed under applicable law. Owner reserves the right to change Resident's utility providers from time to time in Owner's sole discretion as allowed under applicable law. Owner has selected Xcel Energy as Resident's provider of electricity, Xcel Energy as Resident's provider of natural gas, Denver Water as Resident's provider of water and sewer, Waste Management as Resident's provider of trash removal, Comcast as Resident's provider of cable television and CenturyLink as Resident's provider of telephone service. Resident agrees to put the utilities in Resident's name immediately upon signing this Lease and promptly pay the same when due. Resident acknowledges that continued occupancy of the Unit when any utility service has been cut off is hazardous. Resident agrees not to terminate, cut off, interrupt or discontinue for any reason any utility service to the Unit including, but not limited to, electricity, natural gas, sewer or water. Breach of this provision shall constitute a default by Resident giving Owner the right to terminate immediately upon three days' notice to quit with no right to cure, and to obtain possession of the Unit. Any charges billed to Owner for utilities due to Resident's breach of this provision shall be due as additional Rent.
- b. The following shall be added as paragraph 12(f) of the Lease and entitled "**Utilities and Services Billing Provisions**":

Owner's Agent Initials _____

Resident's Initials _____



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- (i) **Definitions.** The following definitions shall apply to the terms and phrases listed below and as used in this paragraph:

- a. **Allocation Methods.** The allocation methods listed below shall be calculated using the following formulas:
1. **Occupancy Method:** $[\text{Total Expense} \div \text{Total Occupants of Community}] \times [\text{Occupants of the Unit}]$
 2. **Sq. Ft. Method:** $[\text{Total Expense} \div \text{Occupied Sq. Ft.}] \times [\text{Sq. Ft. of the Unit}]$
 3. **Per Unit Method:** $[\text{Total Expense} \div \text{Total Occupied Units}]$
 4. **Per Dwelling Unit Method:** $[\text{Total Expense} \div \text{Total Units}]$
- b. **Billing Period:** The period for which the utility charge at issue applies.
- c. **Total Expense:** The total amount of the bill charged to the Community for the use and services associated with the applicable utility for the Billing Period.
- d. **Total Occupants of Community:** The total sum of individuals residing in the Community as of the first day of the calendar month in which the bill is calculated.
- e. **Total Occupied Units:** The total number of units within the Community which are occupied as of the first day of the calendar month in which the bill is calculated.
- f. **Total Units:** The total number of units within the Community.
- g. **Occupants of the Unit:** The total sum of individuals residing in the Unit in accordance with the Lease.
- h. **Sq. Ft. of the Unit:** The total square footage of the Unit.

- (ii) **Utilities and Services:** Responsibilities for payment of utilities and services associated with the Unit shall be as follows:

a. **Water and Sewer.**

1. **Water.**

- i. **Responsible Party:** Charges for water service for the Unit will be paid for by:

☐ Owner

☒ Resident - if payment is to be made by Resident, payment shall be made to:

☒ Owner

☐ Utility or Service Provider as identified below.

- ii. **Methodology:** If paid by Resident to Owner, to the extent allowed by law, charges will be based on one of the following methods;

☐ A flat monthly rate of \$ per month.

☒ Resident's actual use (if submetered);

☐ Ratio utility billing system (RUBS) calculated based on the following formula:

☐ Allocation based on the number of occupants residing in your Unit: $[\text{Total expense} \div \text{the total number of occupants within the Community}] \times [\text{the total number of occupants in your Unit}]$.

☐ Allocation based on square footage of your Unit: $[\text{Total expense} \div \text{square footage of occupied units}] \times [\text{square footage of your Unit}]$

☐ Allocation based on a per unit basis: $[\text{Total expense} \div \text{the total number of occupied units within the Community}]$.

2. **Sewer.**

- i. **Responsible Party:** Charges for sewer service for the Unit will be paid for by:

☐ Owner

☒ Resident - if payment is to be made by Resident, payment shall be made to:

☒ Owner

☐ Utility or Service Provider as identified below.

- ii. **Methodology:** If paid by Resident to Owner, to the extent allowed by law, charges will be based on one of the following methods;

☐ A flat monthly rate of \$ per month.

☐ Resident's actual use (if submetered);

☒ Ratio utility billing system (RUBS) calculated based on the following formula:

Owner's Agent Initials _____

Resident's Initials _____



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- ☐ Allocation based on the number of occupants residing in your Unit: [Total expense ÷ the total number of occupants within the Community] x [the total number of occupants in your Unit].
- ☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] x [square footage of your Unit]
- ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].
- ☒ Allocation based on a per dwelling unit basis: [Total expense ÷ the total number of units within the Community].

b. **Trash.**

1. **Responsible Party:** Charges for trash service for the Unit will be paid for by:

- ☐ Owner
- ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☒ A flat monthly rate of \$\$9.50 per month.
- ☐ Resident's actual use (if submetered);
- ☐ Ratio utility billing system (RUBS) calculated based on the following formula:

- ☐ Allocation based on the number of occupants residing in your Unit: [Total expense ÷ the total number of occupants within the Community] x [the total number of occupants in your Unit].
- ☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] x [square footage of your Unit]
- ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].

c. **Recycling.**

1. **Responsible Party:** Charges for recycling service for the Unit will be paid for by:

- ☐ Owner
- ☐ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☐ Owner
 - ☐ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;

- ☐ A flat monthly rate of \$ per month.
- ☐ Resident's actual use (if submetered);
- ☐ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit: [Total expense ÷ the total number of occupants within the Community] x [the total number of occupants in your Unit].
 - ☐ Allocation based on square footage of your Unit: [Total expense ÷ square footage of occupied units] x [square footage of your apartment unit]
 - ☐ Allocation based on a per unit basis: [Total expense ÷ the total number of occupied units within the Community].

d. **Gas.**

1. **Responsible Party:** Charges for gas service for the Unit will be paid for by:

- ☐ Owner
- ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.

Owner's Agent Initials _____

Resident's Initials _____



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2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☒ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$

e. **Electricity.**

1. **Responsible Party:** Charges for electric service for the Unit will be paid for by:
- ☐ Owner
 - ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☐ Owner
 - ☒ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☐ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☐ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$

f. **Stormwater.**

1. **Responsible Party:** Stormwater charges assess against the Community by the applicable governmental entity will be paid for by:
- ☐ Owner
 - ☒ Resident - if payment is to be made by Resident, payment shall be made to:
 - ☒ Owner
 - ☐ Utility or Service Provider as identified below.

2. **Methodology:** If paid by Resident to Owner, Owner reserves the right to include the cost of this service as a line item on a bill to Resident and, to the extent allowed by law, charges will be based on one of the following methods;
- ☐ A flat monthly rate of \$ per month.
 - ☐ Resident's actual use (if submetered);
 - ☒ Ratio utility billing system (RUBS) calculated based on the below formula:
 - ☐ Allocation based on the number of occupants residing in your Unit:

$$\frac{\text{Total expense} \div \text{the total number of occupants within the Community}}{\text{the total number of occupants in your Unit}}$$
 - ☐ Allocation based on square footage of your Unit: $\frac{\text{Total expense} \div \text{square footage of occupied units}}{\text{square footage of your Unit}}$
 - ☐ Allocation based on a per unit basis: $\frac{\text{Total expense} \div \text{the total number of occupied units within the Community}}$
 - ☒ Allocation based on a per dwelling unit basis: $\frac{\text{Total expense} \div \text{the total number of units within the Community}}$

(iii) **Additional Charges:** Resident is also responsible for payment of the following additional charges:

a. **Service Fee:** \$6.00/per month.

Resident agrees that the service fee is for the preparation, processing and other costs associated with generating a monthly bill to Resident and the administrative fee is a

Owner's Agent Initials _____

Resident's Initials _____



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one-time account set up fee relating to billing the services provided (other than water, sewer, gas and electricity services, if any). The service fee is not associated with gas or electricity services.

Upon prior notice, Resident agrees to pay up to \$50.00 per month for any additional fees, assessments or other charges allowed by law related to utility or service use at the Community or as charged to the Community by applicable governmental entities.

- (iv) **Payment.** To the extent allowed by law, charges for usage of all utilities or service are considered "Rent" pursuant to the Lease. A bill (the "Bill") for all or a portion of the utilities and services identified above shall be issued on approximately a monthly basis. Unless otherwise stated in this Addendum or in the event that Resident does not receive a Bill, Resident must pay all utility and service charges to the Owner in the same time and manner Rent is required to be paid pursuant to the Lease. Unless otherwise stated in the Bill, payments for utility and service charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Resident fails to pay any or all portion of utility or service charges on or before the due date as indicated in the Bill or as indicated herein, Owner may, to the extent allowed by applicable law, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion apply any portion of Resident's monthly Rent payment towards the balance owed by Resident for utility or services and leave Resident delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Owner would otherwise be entitled to pursue under the Lease or applicable law for Resident's failure to pay Rent. In the event that any payment is made with a returned check, Owner reserves the right to assess a returned check fee as provided in the Lease.
- (v) **Changes to Utilities, Services or Billing Methods:** The Owner shall have the right, upon thirty-five (35) days written notice, to the extent allowed by applicable law, to begin billing Resident for utilities or services not checked above or to change the billing method with respect to any utility or service. If such change in utility or service or method is made, unless otherwise provided by law, Resident shall begin to pay for such utility or service or pay in accordance with the changed method, beginning on the date identified on the Bill or, if the Resident does not receive a Bill, on the first calendar day of the month following 35 days from the date of Owner's notice.
- (vi) **Electronic Billing:** Resident agrees that the Bill may be delivered in an electronic format. Resident further agrees that the Bill may also be delivered via email, the internet or by any method as determined by Owner. By written notice to the Owner, Resident may opt out of electronic billing and may receive the Bill in paper form.
- (vii) **Utility and Service Providers:**

The following Utility or Service Providers bills for the utilities or services listed below, if any:

_____	Water
_____	Sewer
_____	Trash
_____	Recycling
_____	Gas
XCEL Energy	Electricity
_____	Stormwater

If indicated above, Resident shall be billed directly by the identified utility or service provider. Resident must pay the utility or service provider directly for usage and charges relating to the applicable utility or service in accordance with the Bill. The utility or service provider may prepare and deliver the Bill in an electronic format.

The Owner reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility or service used at the Community. The Owner reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Resident.

10. **Permitted Use.** The following sentences shall be added to paragraph 15 of the Lease entitled "**Permitted Use**":

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Resident's Initials _____



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Resident covenants that the Unit is to be used and occupied by Resident as Resident's principle residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose whatsoever, including any business purpose that is not specifically allowed by this Lease. Conducting any kind of business, including but not limited to childcare services (defined as the simultaneous care of children from more than one family), in the Unit is prohibited. Without limiting the foregoing, Resident may conduct business in the Unit if such business activity is conducted entirely by computer, telephone, or mail and no clients, patients, or other business associates come to the Unit for business purposes, and if any business so conducted complies with all applicable laws. Occupation of the Unit is subject to applicable occupancy standards determined by law and by Owner.

11. **Security**. The following sentences shall be added to paragraph 16(b) of the Lease entitled "**Security**":

Resident acknowledges and agrees that protection against criminal action is not within Owner's power, that Owner does not provide and does not have a duty to provide any security protection services, security lighting or any other security measures at the Community, that Owner may but has no obligation to conduct criminal background checks on actual or potential residents or occupants, that Resident shall look solely to the public police for security protection and that Resident and Occupant are responsible for their personal security. Owner shall not be liable for failure to provide such security measures, for failure to conduct such criminal background checks or for criminal or wrongful actions by others against Resident, occupant, guests or others, including actions by others which cause damage to the property of Resident, Occupants or guests. If, from time to time, Owner provides patrol services at the Community but Owner has no obligation to provide such services, such patrol services are only for Owner's own purposes and shall not constitute a waiver of, or in any manner modify, the security provision set forth above. Owner shall not be liable for failure to provide patrol services and Owner may decrease or discontinue such patrol services at any time, without notice to or consent of Resident. If Owner has installed limited access gates at the Community but Owner has no obligation to install such gates, such gates are only for Owner's own purposes and shall not constitute a waiver of, or in any manner modify, the security disclaimer set forth above. Resident agrees not to act in any way which may impair the use or function of such gates. Resident acknowledges and agrees that such gates are mechanical devices and can be rendered inoperative at any time and that Owner shall not be liable for failed operations of the limited access gates. Owner may remove such gates at any time, without notice to or consent of Resident.

12. **Conduct of Resident, Occupants and Guests**. The following sentences shall be added to paragraph 21 of the Lease entitled "**Conduct of Resident, Occupants and Guests**":

Resident agrees that Resident is at all times responsible for any conduct of all occupants, children, family members, guests, invitees, or any other person on the Unit or the Community due to Resident. Regardless of whether specifically stated in connection with any provision in this Lease, Resident is responsible for the conduct and behavior of the foregoing persons at all times, and a breach by any of them of any Lease provision is a breach by Resident. Resident shall show due consideration for others by not interfering with, disturbing, or threatening the rights, comfort, health, safety, convenience, quiet enjoyment, management, and, use of the Community by Owner, other residents and occupants and any of their guests, Owners, invitees, or the general public (collectively "others"). Owner shall be the sole judge of acceptable conduct. Resident agrees not to permit, commit, or suffer any conduct disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever about the Community or Unit, having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the Unit or annoy others. Resident shall not engage in, commit, or permit unlawful activities whether or not such unlawful activities occur in, near, or, about the Unit. Residents shall comply with and otherwise not violate any laws, regulations, statutes or ordinances, or engage in any conduct or activities that would cause Owner to be in violation of the same. Resident shall not bring onto, store or use within Unit any hazardous and/or toxic substances, wastes, materials, pollutants or contaminants.

Resident, Occupants, any member of the Resident's household, any guest of Resident, or any other person under Resident's control or about the Unit with Resident's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity on, or near the Unit or the Community, including but not limited to, any violent criminal activity or any drug related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Resident or any other persons shall not permit the Unit to be used for or to facilitate criminal activity. Resident agrees and acknowledges that Resident has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Resident's knowledge of the criminal activity which constitutes any substantial violation agreed to in this Lease or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this Lease, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Resident agrees that Resident's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Resident's part, that Resident's affirmative duty extends to making all persons aware of Resident's obligations, covenants, and duties under this Lease, and that Resident's duties extend to all conduct whether or not such conduct occurs in Resident's unit. Resident may not assert as a defense in any eviction action against Resident based on violation of this Lease that Resident did not know any person, occupant or guest was in violation of this Lease.

Not limiting the broadest possible meaning as defined in this Lease or at law, violent criminal activity also includes but is not limited to any criminal activity that has as one of its elements the use, attempted use or threatened use of physical

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force against the person or property of another. Not limiting the broadest possible meaning as defined in this Lease or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by C.R.S. §12-22-303, or defined by any other law, including federal law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Resident and Owner agree that any criminal activity as defined in this Lease or at law is an act which endangers the person and willfully and substantially endangers the property of Owner, co-residents, others living on or near the Community, and that such criminal activity constitutes a substantial violation under this Lease or at law.

One or more violations of this Lease by Resident constitutes a substantial violation of this Lease and material non-compliance with this Lease. Because Resident and Owner agree that a violation of this Lease constitutes a substantial violation, Resident waives any and all legal rights of any kind whatsoever to claim or insist that Owner must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Unit. Upon any violation of this Lease by Resident, Owner may terminate Resident's right to occupancy all without terminating this Lease or Resident's obligation to pay rent as set forth in this Lease at Owner's election. Owner's termination of Resident's right to occupancy shall be effective with right of eviction upon three days' notice to quit. Unless required by law, Owner shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession. Proof of the violation of this Lease shall be by a preponderance of the evidence, unless otherwise provided by law.

13. **Policies.** The following sentences shall be added to paragraph 22 of the Lease entitled "**Policies**":

Resident's failure to abide with, comply with, or breach of the community policies is a default under this Lease and subjects Resident to eviction. Resident agrees and acknowledges that Owner may from time to time amend, abolish, change, or enact new Community policies for health, safety, business, financial, legal, or any other legitimate reasons as long as the Community policies apply to all applicable residents. Resident further acknowledges that Owner may amend, change, abolish, or enact new Community policies without prior notice to Resident, and that all Community policies are effective upon distribution to Resident regardless of whether Resident has acknowledged receiving or consented to any change in or enactment of any Community policy at any time.

14. **Smoke Detectors.** The following sentence shall be added to paragraph 26 of the Lease entitled "**Smoke Detectors**":

Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery.

15. **Default by Owner.** *The following sentences shall be added to paragraph 27 of the Lease entitled "**Default by Owner**":*

Resident must send any electronic statutorily required notices to Landlord at BelleviewStation@camdenliving.com.

16. **Default by Resident.** The following sentences shall be added to paragraph 28 of the Lease entitled "**Default by Resident**":

Additionally, Resident shall be in default if Resident abandons prior to the end of the term, or makes any misrepresentation. If Resident defaults, Owner shall have all remedies provided for in this Lease and at law. This Lease is executed subsequent to Resident completing a Rental Application, which is incorporated by reference and is part of this Lease. Resident acknowledges that Owner is entering into this Lease in reliance on the information contained in Resident's rental application and any and all other information provided to Owner by Resident. If it is determined at any time that such information is false or materially misleading, then Owner shall have the option to terminate this Lease upon three days' notice to quit. Resident shall promptly notify Owner in writing of any subsequent change in the information provided by Resident on Resident's lease application. Resident agrees that in filling out and completing this Lease some clerical, scrivener's, human, computer and or mathematical errors may occur in the processing of this Lease. In the event of such an error or mistake, Resident shall cooperate with Owner to execute or re-execute any document necessary to correct any such mistake or error.

Unless otherwise agreed to in writing by Owner, Resident shall pay prior to occupying the Unit or on or before the Commencement Date of the Lease Term, whichever is earlier, an amount equal to the Security Deposit, any other fees and charges, the prorated rent if the Lease Term commences on a day other than the first day of the month, and the first full month of total Monthly Rent if this Lease commences after the 20th day of any month. If Resident fails to pay any amount due under this paragraph as specified, Resident shall be in default and Owner may exercise any and all rights and remedies under this Lease or at law including, without limitation, notice to quit or ten days' notice of Rent or possession, and imposition of late fees as set forth in this Lease.

If Resident defaults and Owner retains legal counsel, Resident is liable for and shall pay all collection costs and legal costs incurred by Owner, including a \$25.00 Posting Fee for the ten days' notice of Rent or possession, and the Owner's

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Resident's Initials _____



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reasonable attorneys' fees and costs, from the date any such matter is turned over to an attorney and regardless of whether suit is commenced or not, in connection with Resident's default. In any action, proceeding, or suit (collectively "suit") between Owner and Resident, Resident agrees to and shall pay all costs incurred by Owner, including reasonable attorneys' fees if Owner is the prevailing party in any suit. Suit shall have the broadest possible interpretation and shall specifically include but not be limited to any suit to collect any Rent, amounts, or damages owing by Resident under this Lease, to enforce any provision of this Lease, any governmental agency action including any fair housing claim, any litigation concerning Resident's Security Deposit, or any other proceeding, between Owner and Resident to enforce this Lease, arising from this Lease, or in any way connected with this Lease or Resident's tenancy at the Unit. Owner and Resident agree that any action or proceeding arising out of or in any way connected with this Lease, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Resident hereby waives all rights to a trial by jury. Notwithstanding anything to the contrary in this paragraph or Lease, Owner and Resident agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorneys' fees and costs.

Owner's acceptance of any sums of money from Resident following an event of default shall be taken to be a payment on account by Resident and shall not constitute a waiver by Owner of any rights, nor shall any such payment cure Resident's default if such payment is less than the full amount due and outstanding, nor shall any such payment from Resident reinstate this Lease if previously terminated by Owner. If Owner serves Resident with any non-monetary demand for compliance, Resident shall pay all sums due under this Lease as they become due. Owner's acceptance of any amounts from Resident after service of any non-monetary demand for compliance shall not waive Owner's rights to proceed on any non-monetary demand or otherwise insist that Resident comply with any non-monetary demand. After judgment granting the owner possession of the Unit, the Owner may receive or collect any amount or sums due from Resident under this Lease without waiving or affecting Owner's right to proceed or enforce any judgment for possession. Owner may terminate Resident's right to possession without terminating this Lease or Resident's liability on the Lease in accordance with the Lease and law. The Lease and Resident's liability on this Lease shall not be terminated by Owner under any circumstances unless terminated by Owner in writing.

If Resident defaults this Lease, in addition to any other rights and remedies that Owner may have, Owner may at his option, either terminate this Lease, retake possession of the Unit and terminate Resident's right to possession, and relet the Unit. Upon Resident's default, if Owner does not terminate this Lease but reenters and terminates Resident's right to possession, Resident shall remain liable for any sums due under this Lease for the balance of this Lease term less any rent received by Owner upon reletting. If Owner does not terminate this Lease, upon reletting, all rentals received by Owner from such reletting, shall be applied, first to the payment of any monetary obligation due under the terms of this Lease other than Monthly Rental installments, second, to costs and expenses of reletting, including but not limited to cleaning, repairs or replacement of appurtenances or fixtures on or about the property as may be necessary, advertising, and lease commissions, all of which Resident agrees to pay, third, to past due monthly rent installments, with the remainder, if any, to be held by the Owner and applied as payments of future Rents as the same become due and payable under this Lease. No such re-entry or retaking possession of the Unit by Owner, including but not limited to, retaking of the Unit, by abandonment, voluntary surrender of the Unit by Resident, or the institution of forcible entry and detainer proceedings or other legal proceedings against Resident, shall be construed as an election on the part of Owner to terminate this Lease unless written notice of such intention be given to Resident, or unless determination hereof be decreed by a Court of competent jurisdiction.

17. **Entry.** The following sentences shall be added to paragraph 29 of the Lease entitled "**Entry**":

Owner shall have the right to re-enter the Unit, with 24 hour notice when practical, without notice when not practical. No entry or re-entry by Owner shall constitute an eviction in whole or in part, at any time, nor shall Owner be liable to Resident for any inconvenience or discomfort, and the Rent shall not abate during any period that Owner re-enters. Owner may enter by duplicate key or by breaking a window or other means when necessary or in the event of an emergency. Owner shall have the right to re-enter the Unit for any statutorily required purposes. Owner may deny any Resident access to the Premises, including by changing the locks, if any court or legal order restrains or bars a Resident from the Premises.

18. **Construction, Casualty and Environmental Issues.** The following sentence shall be added to paragraph 31(b) of the Lease entitled "**Construction, Casualty and Environmental Issues**":

Resident must send any electronic statutorily required notices to Landlord at BellevueStation@camdenliving.com.

The following sentence shall be added to paragraph 31(d) of the Lease entitled "**Construction, Casualty and Environmental Issues**":

Owner shall solely and exclusively determine whether the Unit is uninhabitable in Owner's reasonable judgment.

19. **Parking.** The following sentence shall be added to paragraph 32(a) of the Lease entitled "**Parking**":

Owner's Agent Initials _____

Resident's Initials _____



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Resident agrees and acknowledges that Owner shall have exclusive right and power to regulate motor vehicles and parking at the Community at any time.

20. **Notices.** The following paragraph shall be added as paragraph 34(b) of the Lease and entitled "**To Owner**":

Resident must send any electronic statutorily required notices to Landlord at BellevueStation@camdenliving.com.

21. **Verbal Representations and Waiver.** The following sentences shall be added to paragraph 37 of the Lease entitled "**Verbal Representations and Waiver**":

Whenever Owner's approval or consent is required, Owner's approval or consent shall not be deemed a continuing approval or consent. Resident's obligation to pay any Rent, fee, damage, or any other amounts shall not be waived, released, or terminated by Owner's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Resident's right of possession.

22. **Cumulative Remedies.** The following paragraph shall be added as paragraph 42 of the Lease and entitled "**Cumulative Remedies**":

Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy now or hereafter existing at law or in equity. The exercise or commencement of the exercise by Owner of any one or more rights provided for in this Lease or at law shall not constitute an election by Owner or preclude the simultaneous or subsequent exercise by Owner of any or all other rights or remedies.

23. **Additional Terms and Conditions.** The following paragraphs shall be added as paragraph 43 of the Lease.

a. **Waterbeds.** Resident shall not place any waterbed or similar water-filled device in or about the Unit without the prior written consent of Owner. Owner shall only consent if any waterbed or similar device is fully lined, and Resident agrees to deposit with Owner proof of adequate insurance, and any other additional damage deposit required by Owner, in Owner's sole and absolute discretion. Resident shall be liable for any and all damage caused by a water-filled device, and shall promptly reimburse Owner for any damages.

b. **Entire Agreement.** This Lease contains the entire Lease between the Owner and Resident and may not be modified in any manner except by an instrument in writing signed by both Resident and Owner. Resident acknowledges that neither Owner nor any of Owner's representatives have made any oral promises or representations not contained herein, and that Owner's onsite representatives (including management personnel, employees, and agents) have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or Leases that impose any duties or obligations on Owner unless in writing. In filling out, processing, and completing this Lease contract some clerical, scrivener', human, computer and/or mathematical errors may occur. In the event of any such errors or mistake, Resident agrees to cooperate with Owner to execute or re-execute any document necessary to correct any such mistake or error upon demand by Owner. If Resident fails to cooperate by executing or re-executing any document, Owner may terminate this Lease upon three days' notice to quit.

c. **Fair Housing Accommodations.** Owner is dedicated to honoring Federal and state fair housing laws. Accommodations will be permitted and made in accordance with and as required under such fair housing laws. Prior to the making of any such accommodations, with respect to any modifications, Resident and Owner shall enter into a modification agreement to govern the approval and implementation of such accommodations as well as restoration obligations, if any.

d. **Carbon Monoxide Alarms.** Owner has installed carbon monoxide alarms in the Unit in accordance with the laws of the State of Colorado. Resident agrees that it will comply with the following duties which are imposed by such laws:

- i. Resident shall not remove the batteries (other than to replace them) or in any way render the carbon monoxide alarms inoperable;
- ii. Resident will notify Owner immediately if any carbon monoxide alarm is stolen, removed, found missing, found not operational or if it needs the batteries replaced.

Owner's Agent Initials _____

Resident's Initials _____



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The terms of the Addendum are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 07/19/2020

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____



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**COMMUNITY POLICIES FOR: Camden Belleview Station
(TO BE EXECUTED UPON EXECUTION OF THE RENTAL CONTRACT)**

UNIT:	6515 E. Union Ave #212 Denver, CO 80237
RESIDENT(S):	Jeff Weaver
LEASE DATE:	09/21/2020

We are glad that you chose to make this community your home. Owner's managing agent has the right to make reasonable rules from time to time, which may be needed to enhance the cleanliness and orderliness of the Community, and safety and comfort of the residents. Notice of any policy change will be made in writing and delivered to your door.

These Community Policies shall be considered to be part of the Rental Contract (the "Lease") executed by the Resident(s) signing these Community Policies. A violation of these Community Policies shall be deemed to be a violation of the Lease; in which event, Owner shall be entitled to pursue all rights and remedies as if Resident violated the Lease. Unless otherwise indicated, capitalized terms used in this document shall refer to those terms identified in the Lease. Additionally, the terms "you" and "your" shall also refer to the Resident.

For convenience, the following Community Policies are presented in alphabetical order.

Access Gates/Entry Devices

Each person, not to include minors, listed on page 1 of the Lease will be given an access device and/or parking sticker to use while living here. If an access device is lost, stolen or damaged a \$50.00 fee will be charged for a replacement. If an access device is not returned or is returned damaged when you move-out, there will be a \$50.00 deduction from your security deposit or charge on your final account statement.

Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

Please take the following precautions in using electronic gates:

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Always wait for gate to fully open before entering or exiting gate.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your remote/swipe card/sticker/fob to gain entry.
- Never force the gate open with your car.
- Never play in, on or around the gate.
- Never get out of your vehicle while the gates are opening or closing.
- Always contact Owner's managing agent for assistance when passing through the gates with a boat or trailer. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Never operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- Always contact the Owner's managing agent immediately if you lose your remote/swipe card/sticker/fob.
- Never give your remote/swipe card/sticker/fob to a non-resident.
- Always contact the Owner's managing agent any time your phone number changes. Your new phone number will be entered into the gate system so you can give access to your guests/deliveries from your unit.

Unit and Equipment Care

Inside your unit you have the freedom to decorate by hanging pictures, etc. in accordance with your lease agreement limitations. You are responsible for the care of your appliances and other equipment within your home. The following information outlines your responsibilities in maintaining your unit.

- You may not maintain the unit in an unclean, unkempt or hazardous condition.
- You may not alter the unit or change any partitions, doors or windows, add locks, paint, wallpaper or contact paper or put screws or hooks into the walls or ceilings or mirrored tiles. Please do not glue mirrors, cork, picture hangers or wall décor to the walls.
- Pictures should be hung with small picture hooks.

Owner's Agent Initials _____

Resident's Initials _____



- We allow waterbeds on the first floor only. Proof of liability insurance of at least \$100,000 is required.
- Hot pots and pans, cigarettes or other hot items should not be placed directly on the kitchen counter. Cutting should be done on cutting boards and not on kitchen counters.
- Light bulbs are provided when you move in. Thereafter, it is your responsibility to replace all light bulbs with the same type and wattage.
- Indoor clay pots must have plastic bowls or saucers placed under them.
- Please do not use toilets, drains or other plumbing fixtures and appliances for any purposes other than those for which they are intended. Do not deposit sweepings, rubbish of any kind, disposable diapers, cat litter, aquarium gravel, etc. into toilets.
- Do not empty ashtrays, grease, string, metal objects, bones or any non-food items into garbage disposals. Turn on cold water when using the garbage disposal. It is important to maintain a sufficient flow of water to flush shredded waste through the drains even after the disposal has been turned off.

Barbeque Grills

To comply with fire laws and insurance requirements, the use of barbeque grills of any type, including hibachis and smokers, are not permitted within twenty (20) feet of the building (including a balcony) or overhang. Also, in the event that propane gas burners (LP-gas burners) are allowed in the jurisdiction in which the Community is located, propane gas burners having a propane gas container with a capacity greater than 2.5 pounds may not be stored on balconies or within 10 feet of the building or such longer distance as local law may require. Violators are deemed to be in default of the Lease and may be subject to a fine.

Business Center (If Applicable)

The Business Center is provided for the convenience of all residents. Computers, fax machines, phones and copiers are available for everyone to use.

- Fax Machine—The fax machine is capable of outgoing local faxes only. For long distance faxes, you must use your own calling card number. Please arrange to pick up your incoming faxes as soon as possible.
- Computers—Do not attempt to change permanent, basic set-up of the computers or programs, such as page orientation, font size, etc. All personal files will be deleted on a regular basis to ensure that the computers will continue to have space available for other users. Using the computers in the Business Center to display or gain access to pornography or other offensive material is prohibited. When using programs with sound, be mindful of others in the room and turn off the speakers or use headphones. The speaker's muting button is at the lower left of the monitor. Consumable items, such as printer paper, when exhausted, are available in the office.

If any of the equipment is out of working order report it to the Owner's managing agent immediately. Please leave the room as clean as you found it.

Community Appearance

The community staff works hard to maintain the attractive appearance of this Community. We request that you assist us in the following ways.

- Keep sidewalks, steps, and stairways unobstructed and do not use for any purpose other than those of ingress or egress. Toys and bicycles must not be left in driveways, parking lots, sidewalks, breezeways or in front of stairs.
- Please keep your patios and balconies clean. Balconies and patios are not intended for storage. Other personal items, including, but not limited to, trash, boxes and general clutter, must be stored elsewhere or disposed of properly.
- To keep the overall appearance of the community attractive, please do not hang, display, attach or expose to public view television or radio antennas, signs, advertising, clothes lines, clothing, laundry, mops, brooms, foil, solar screens, masking tape, decal or other foreign material to any building, carport, window, windowsill, fence or any part of the grounds that can be seen from the exterior. No shades, screens, awnings or other projections should be attached to or extended beyond the outside walls, windows, or doors.
- All draperies must have a white backing and installed so that they are not visible from the outside. Colored blinds are not allowed nor colored drapes that are visible on the outside of the unit.

Conduct and Noise

Close proximity to your neighbors dictates certain rules and policies for your comfort and that of your neighbors. You should conduct yourself and require your guests to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the Community. It is your responsibility to supervise and protect all occupants or guests residing with you. In consideration of your neighbors please be particularly quiet after 10:00 p.m. and before 9:00

Owner's Agent Initials _____

Resident's Initials _____



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a.m. Owner's managing agent has the right to determine what constitutes disorder, or interference with the rights and comforts of other residents.

For the safety of all persons and out of respect for other residents, please adhere to the following:

- Playing in or around parked cars, driveways, parking lots, decorative landscaping such as flowers and shrubs, trash receptacles, other resident's unit windows or entranceways is not allowed.
- Toys that make disturbing or annoying noises are prohibited outdoors.
- Air guns, slingshots, or B.B. guns may not be used on or around the Community.
- Musical devices should not be played so that they disturb other residents.
- Televisions, stereos or other sound systems should not be heard outside of your unit at any time. Speakers and/or surround sound equipment should be kept away from the walls and the bass kept at such a level as to not disturb your neighbors. Stereos and/or sound systems in vehicles should not be heard from outside of the vehicle.

Deliveries/Unit Access

We do not allow delivery/repair services access to your unit unless you have completed an Authorization to Enter form that is available at the Welcome Center. The Owner or the Owner's managing agent is not responsible for deliveries to residents.

Fire Prevention/Response

Fires can be a serious problem in communities due to the number of families living within each building. Most often started through carelessness with cooking, matches, cigarettes and fireplaces, many fires can be avoided using caution and common sense. Please practice fire safety precautions to prevent fires from starting. Plan an exit strategy and practice fire drills with other family members. You should know at least two escape routes from your unit and your building.

It is your responsibility to replace dead or missing batteries in your smoke detector. Never disable your smoke detector.

In case of fire, call 911 then exit your unit.

Do not rush out the door into the hallway. First feel the door. If it is hot, use another way out. If the door is cool, leave but observe exit corridors carefully. Never attempt to use elevators (if applicable). Always use the stairs.

Remember, a little bit of planning and awareness can make the difference between safety and disaster for everyone.

Keys and Locks

One set of unit keys including a mailbox key, per adult listed on page one of the Lease, is issued when you move in. Our staff will be happy to make duplicate unit keys for an additional fee, unless otherwise prohibited by applicable law. Please notify the Owner's managing agent if your keys are lost or stolen.

If you wish to have your lock changed or rekeyed, please complete a Lock Change Request form that is available at the Welcome Center. All lock changes must be handled by Owner's managing agent and, unless otherwise prohibited by applicable law, there may be a \$50.00 service fee.

If you require a key to your unit after regular business hours you must pay a fee of \$50.00 and proper identification may be required before access is given.

Maintenance Service

If you need service in your unit please submit your request to our office during regular business hours. Non-emergency requests will be completed in a timely manner during business hours, Monday through Friday. Upon completion of the work, we will leave written verification of work performed in your unit.

For **emergency maintenance** during business hours call our office. Our phone number is (303) 771-1212. After business hours, call our answering service at (303) 771-1212. Leave your name, unit number, telephone number and identify the emergency. We will respond as quickly as possible. Maintenance emergencies may include the following:

- No electricity, heat or AC
- Sewer back up or toilet stopped up (if unit has only one toilet)
- No hot or cold water
- Any water leak
- Essential appliance not working
- Any unsecured entry
- Resident locked out of unit
- Malfunctioning controlled access gates

If property or personal safety is at risk, call 911 immediately then notify the office or answering service.

Owner's Agent Initials _____

Resident's Initials _____



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Pest Control

We provide pest control at regular intervals. Please report any pest control problems to the office. You may call the office to find out when extermination service will be servicing your building. If you do not allow entry into your unit a \$25.00 fee may be charged.

Solicitation

Door-to-door soliciting is not permitted within the Community unless approved in advance by Owner's managing agent. No signs, advertisements, notices or other lettering should be placed anywhere in the Community. Distribution of notices, leaflets or similar materials or any other form of solicitation is prohibited. Please notify us immediately if you observe solicitors in the Community.

Swimming Pool and Spa

Pools are provided for the enjoyment of all residents. Please help us keep the pools clean and safe by remembering the following:

- Conduct of persons using the pool or spa shall be such that it will not endanger the safety of others. You assume all risk of personal injury to yourself, your family or your guests in the pool or pool area. No lifeguard or other safety personnel will be on duty at the swimming pool or spa at any time unless required by state or local law.
- Posted pool rules are to be followed. Failure to observe swimming pool rules could result in loss of pool privileges.
- Dial 911 for EMS or police emergencies.
- Safety equipment is to be used only in case of an emergency.
- Do not exceed the maximum number of users in the spa. Any pregnant person should not use the spa without medical consultation. Small children should not use the spa. Hot water exposure limitations vary from person to person. Persons should not enter the spa without medical consultation and permission from their doctor if they suffer from heart disease, diabetes, high or low blood pressure or other health problems. Over exposure to hot water may cause nausea, dizziness and fainting.
- Persons under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raises or lowers blood pressure should not use the pool or spa.
- Enter and exit the spa slowly. Keep all breakable objects out of the pool and/or spa areas. Do not use electrical appliances (telephone, radio, tv, etc.) within five feet of the pool or spa. Do not operate the spa during severe weather conditions; (e.g. electrical storms or tornadoes). Do not use or operate the spa if the suction outlet cover is missing, broken or loose.
- Pool gates must be kept latched at all times.
- Guests are limited to two (2) per unit at any one time and must be accompanied by an adult resident at all times.
- Animals (other than support animals for a disabled person) are not permitted in pools or fenced pool areas at any time.
- Glass containers are prohibited.
- Proper swimwear is required in the pools or spa – no cut off shorts or thong type swimwear.
- Radios should be played at a low volume that does not disturb others.

Neither the Owner nor the Owner's managing agent is liable for any injury or accident resulting from violation of any posted or published swimming pool rules.

Trash

For convenience, trash receptacles are located at specific locations throughout the community. Please do not place trash of any kind outside your front door or on your patio/balcony unless valet trash service is offered at your community.

If you do have valet trash service at your community, you must adhere to the following rules:

- Place your tied trash bag into the approved Valet Waste bin outside your front door during the community's designated hours on designated pick-up nights only. You are not allowed to place trash outside your front door at any other time.
- Your trash will be picked up on designated pick-up nights only.
- If you have a plastic Valet Waste container, it must be brought in by 9:00 AM the following day.
- Spillage cleaning inside and around the collection container will be the Resident's responsibility.
- There will be no trash pick-up on holidays.
- The Valet Waste container is the property of the community. Charges will apply if the container is damaged or missing.
- Oversized items are your responsibility to take to the dumpster.
- Failure to adhere to any of these rules will result in a fine.

Parking

Owner's Agent Initials _____

Resident's Initials _____



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Please park all vehicles in parking areas provided. Vehicles should be in reasonable operating condition without an excessive amount of rust or hanging or dragging parts. Do not park in fire lanes. Inoperable vehicles, including those with expired license plates, may be towed at the owner's expense.

- **Motorcycles**—Motorcycles or other vehicles may not be parked or stored in courtyards, under stairways, in front of or inside your unit.
- **Boats, Trailers or Recreational Vehicles**—If the Community permits boats, trailers, motor homes or recreational vehicles on the Community, they must be parked only in Owner's managing agent-designated areas. Submit appropriate documentation to obtain written consent from Owner's managing agent.
- **Vehicle Alarms**—Owner's managing agent may tow, at the vehicle owner's or operator's expense (to the extent allowed by applicable law), a vehicle that has an anti-theft alarm or horn that sounds and disturbs other residents. Unless otherwise provide by applicable law, this policy is considered legal notice to the vehicle owner/operator and no further notice is necessary.

Resident's Acknowledgement

By signing below, you acknowledge that you have received a copy of the Community Policies and agree that you are aware of the rules and regulations and are subject to them in their entirety. You also agree to abide by all amendments and additions to said rules and policies after due notice of any such amendments or additions.

The terms of these Community Policies are agreed to and accepted by:

OWNER:

Camden Belleview Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 07/19/2020

RESIDENT(S)

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____



RESIDENT INFORMATION FORM

Please complete all information and return to the Welcome Center. Each co-resident must complete a separate form.



GENERAL INFORMATION					
First Name:		Last Name:		Middle Initial:	
Gender: <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> Opt Out		Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Opt Out			
Email:		Cell Phone:		Home Phone:	
EMPLOYMENT					
Employer:			Work Phone:		
Position:			Length of Employment: years months		
Street:					
City:		State:		Zip:	
Employer Industry (Select one):					
<input type="checkbox"/> Banking/Insurance/Legal		<input type="checkbox"/> Construction		<input type="checkbox"/> Education	
<input type="checkbox"/> Government		<input type="checkbox"/> Leisure/Hospitality		<input type="checkbox"/> Energy/Utility	
<input type="checkbox"/> Retail		<input type="checkbox"/> Technology		<input type="checkbox"/> Finance/Accounting	
		<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Medical	
		<input type="checkbox"/> Transportation		<input type="checkbox"/> Not Currently Employed	
		<input type="checkbox"/> Other		<input type="checkbox"/> Student	
OTHER OCCUPANTS					
<i>List the names of all persons other than the lease signer(s) who will occupy the apartment home.</i>					
First Name		Last Name		Birthdate	Relationship
VEHICLE INFORMATION					
<i>List all vehicles to be parked by you or other occupants, including cars, trucks, motorcycles, etc.</i>					
Year	Make/Model		Color	License Plate #	State
PET INFORMATION					
<i>List all pets occupying the apartment</i>					
<i>Note: If you obtain a pet any time after moving into your apartment home, you must notify the community management and execute a pet addendum</i>					
Type of Pet	Name	Breed	Weight	Color	Age
EMERGENCY INFORMATION					
<i>Emergency contact person over 18 years of age not living with you. Family member preferred.</i>					
First Name:		Last Name:		Relationship to You:	
Email:		Cell Phone:		Home Phone:	
Street:				Apt. Number:	
City:		State:		Zip:	
In the event of your death or if you are seriously ill, missing, or in jail or penitentiary, you authorize the Owner to:					
(i) grant your emergency contact identified above access to your Unit at a reasonable time and in the presence of the Owner or the Owner's agent;					
(ii) allow your emergency contact identified above to remove any of your property found at the Unit (and any property you may have in any mailbox, garage, storage space or common areas in the Community); and					
(iii) refund your security deposit, less lawful deductions, to your emergency contact identified above.					
If you are seriously ill or injured, you also authorize the Owner to send for an ambulance at your expense; however, you acknowledge that the Owner is not legally obligated to do so.					
Resident Name Printed		Signature		Date	
Picture ID verified by: Case 3:25-md-03071		Document 337-2		Filed 07/07/25 Page 165 of 178 PageID #: 2863	

NON-SMOKING ADDENDUM*(Non-Smoking Community)*

This Non-Smoking Addendum (this "Addendum") is made and entered into as of 09/21/2020 the "Effective Date" by and between the owner of the Camden Bellevue Station ("Owner") by and through Camden Development, Inc., as the owner's managing and disclosed agent only and not as principal and Jeff Weaver ("Resident", whether one or more) upon the terms and conditions stated herein.

For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Non-Smoking Property.** Resident acknowledges that, to the extent allowed by applicable law, the Community in which the Unit is located has been designated as a "non-smoking community". Neither Resident nor Resident's guests, invitees or contractors shall smoke (including inhaling, exhaling, burning or carrying any lighted cigar, cigarette, e-cigarette, vapor cigarette, tobacco product, plant, marijuana (legal or illegal) or other combustible substance intended to be inhaled or exhaled) in the Community. Resident acknowledges that this prohibition against smoking includes smoking in any areas of the Community including Resident's unit, or any other indoor or outdoor areas on the property. Resident acknowledges that Resident is responsible for the conduct of Resident as well as Resident's guests, invitees and contractors with respect to compliance with this Addendum.

2. **Non-Smoking Designation of the Property.** Resident acknowledges that the designation of the Community as a "non-smoking community" is not a representation, guarantee or warranty by Owner, and Owner hereby disclaims all representations or warranties, that smoking will not occur in or around the Community or that the Community will be a non-smoking environment or have improved air quality. Resident further acknowledges that the non-smoking designation of the Community will depend upon the cooperation by Resident and all other persons residing in the Community. **In Owner's sole discretion, at any time during the Lease term, upon 30 days' prior written notice, Owner shall have the right to remove the "non-smoking" designation in the Community and allow smoking in the Community or any building in the Community, including the building in which the Unit is located, to the extent allowed by applicable law.**

3. **Standard of Care.** Owner will have the right, but not the obligation, to enforce smoking prohibitions in the Community. Resident acknowledges that the Community's designation as a "non-smoking community" does not in any way increase or otherwise change the Owner, or Owner's agents' standard of care to Resident or Resident's occupants, guests, invitees or contractor's with respect to the safety, habitability, or air quality of the Community, and the Owner's standard of care with respect to these matters is not greater than the standard of care applicable to other rental premises where smoking is not prohibited. Owner specifically disclaims any implied or express warranties that any portion of the Community will have any higher or improved air quality standards than any other rental property where smoking is not prohibited. Owner cannot and does not warrant, guaranty or promise that any portion of the Community will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor or enforce the smoking prohibition, and similar rules applicable to other residents of the Community, depends significantly upon voluntary compliance by residents, occupants, guests, invitees. If Resident or any of Resident's occupants, guests, invitees and contractors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke, Resident acknowledges receiving notice that the Owner and its agents do not assume any higher duty of care to provide a non-smoking environment than the duty of any other landlord under any lease for premises where smoking is not prohibited.

4. **Default.** In the event Resident fails to comply with the terms of this Addendum, Resident shall be deemed to be in default of this Lease. In the event of such default, the Owner shall be entitled to pursue all rights and remedies allowed by the Lease and applicable law including terminating the Resident's right to possession of the Unit. Additionally, Resident shall be responsible for cleaning costs and expenses associated with any smoke odor, discoloration or any other costs and expenses associated with Resident's default.

5. **Miscellaneous.** Unless a separate Addendum is signed by Resident and Owner, the terms of this Addendum shall apply to any future Rental Contracts signed by Resident and Owner for the Unit leased by Resident under the Lease without the necessity of the parties signing a new Addendum. In the event that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control. To the extent permitted by applicable law, Owner reserves the right to amend this Addendum and any of its terms, provided that all amendments become effective no less than thirty (30) days after notice to the Resident.

6. **Marijuana.**

Unless otherwise specified below, possession, planting, cultivation, harvesting, transportation, drying and processing, marijuana and cannabis products in the Unit and Community is prohibited.

☒ (If checked) Resident may possess (but not smoke) processed marijuana and cannabis products (ready for consumption), but only as allowed by law.

Owner's Agent Initials_____

Resident's Initials_____

Page 1 of 2



OWNER:

Camden Belleview Station Apartments

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 07/19/2020

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

Page 2 of 2



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Lorena Combs

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Case 3:23-md-03071

Document 337-2

Filed 07/07/23

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Document : Camden RTD Neighborhood Light Rail Pass Addendum
Description : Form: Camden RTD Neighborhood Light Rail Pass Addendum
Unit : 212

Company : Camden Development, INC.
Property : Camden Belleview Station
Packet name : Renewal CO - Jeff Weaver
Cover sheet generated date : 7/20/2020

**RTD NEIGHBORHOOD LIGHT RAIL PASS ADDENDUM
(CAMDEN CAMDEN BELLEVUE STATION APARTMENT COMMUNITY)**

This RTD NEIGHBORHOOD LIGHT RAIL PASS Addendum (the "Addendum") is executed as part of that certain Rental Contract ("Lease") dated 09/21/2020 by and between the Owner of the Community (the "Owner") by and through CAMDEN DEVELOPMENT, INC., as Owner's Managing Agent only and not as principal, and the Resident(s) named above (the "Resident", whether one or more). This Addendum is hereby made part of the Lease. Resident and Owner, in consideration of their mutual promises, agree as follows:

Camden Bellevue Station provides each eligible resident who resides at Camden Bellevue Station a RTD Neighborhood Light Rail Pass. This pass may be used for E, F or R zones only. Transfers to other neighborhood lines are not included in this pass, and will require an additional pass at Resident's cost.

This addendum is for: **Unit# 212**

RESIDENT	Jeff Weaver	RTD Pass
RESIDENT		RTD Pass
RESIDENT		RTD Pass
RESIDENT		RTD Pass

1. Resident understands that passes are non-transferable, and may be used by current residents of Camden Bellevue Station only. Upon Resident move out or lease termination, the pass will be deactivated.
2. Only one pass per resident will be given. Camden Bellevue Station will not provide replacement passes. Replacement passes are at the cost of Resident. In order to obtain a replacement pass, Resident must obtain an authorization form from Camden Bellevue Station, take it to any RTD office, and pay \$10 for the replacement pass.
3. Residents are required to return the pass upon move out. **If the pass is not returned upon move-out, a \$10 fee per pass will be assessed.**
4. Resident agrees and understands that this program may be terminated at any time without notice to Resident. Resident further understands that the program is for the current calendar year only (i.e., the date of this Addendum through December 31st of the year Resident executed the applicable Lease). **PARTICIPATION IN THE PROGRAM BEYOND THE CURRENT CALENDAR YEAR IS SOLELY IN THE DISCRETION OF Camden Bellevue Station AND RTD AND IS NOT GUARANTEED.**
5. Resident agrees to comply with RTD's ridership rules and policies. Resident understands that if they are in violation of RTD's ridership rules, policies or program restrictions, RTD or Owner may terminate Resident's participation in the program without further notice to Resident.
6. Resident agrees that by participating in this program they authorize Camden Bellevue Station to disclose their name, address and their photograph to RTD and any affiliate company necessary in obtaining said passes. Resident further authorizes Camden Lincoln to take their photograph for use in obtaining their RTD pass only.

SIGNATURES ON LAST PAGE

Owner's Agent Initials_____

Resident's Initials_____

Page 1 of 2



OWNER:

Camden Bellevue Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 07/19/2020

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

Page 2 of 2



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Jelly

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DocuSigned by:

Jacqueline Skates

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**PARKING ADDENDUM
(CAMDEN BELLEVUE STATION)**

Resident Name: Jeff Weaver
Resident Address: 6515 E. Union Ave #212
Denver, CO 80237

Camden provides each leaseholder who resides at Camden Bellevue Station and has a vehicle, a Camden Bellevue Station parking tag. The parking tag must be placed on the vehicle's windshield any time the vehicle is parked in the parking area.

PARKING TAG NUMBER	VEHICLE YEAR/MAKE	VEHICLE MODEL	LICENSE PLATE NUMBER/STATE
	2016/Acura	TLX	402912/CO

1. Resident agrees the Camden Bellevue Station parking tag must be completely visible from the outside of the vehicle and must be placed on the front windshield. **If the Camden Bellevue Station parking tag is not returned upon move-out, a \$50 fee per sticker will be assessed.**
2. Resident agrees that if the vehicle is parked in the parking area without the approved (green) Camden Bellevue Station parking tag, they are subject to being towed or booted without warning and at the vehicle owner's expense.
3. Resident understands and agrees that visitor parking is located only in designated parking area. Signage is available to designate the approved visitor parking area. Any visitor parked in resident spaces will be towed or booted without warning and at the vehicle owner's expense.
4. Resident agrees that there is only one (green) Camden Bellevue Station parking sticker per resident owned vehicle (proof may be required). Additional parking stickers will be issued only if the resident brings proof of insurance or proof of purchase on any additional vehicle. Should a resident have a loaner or rental vehicle, a temporary parking tag may be obtained from the leasing office. However, it is the resident's responsibility to come in and request a temporary parking tag. If the resident does not obtain a temporary parking tag, the resident is aware that he/she needs to park in visitor parking. Resident vehicles without a sticker parked in resident parking will be towed or booted without warning and at the vehicle owner's expense.
5. Resident agrees that photocopies of the (green) Camden Bellevue Station parking tag will not be accepted for any reason, including, but not limited to; placed in the windshield in absence of the original tag. The cost to replace a parking tag is \$50. The replaced tag will be tracked in our database and if found to be used, will result in immediate tow or boot without warning.
6. Resident agrees to comply with all posted parking signs, policies, and regulations mentioned above. Non-compliance of any parking policy will result in the vehicle being towed without warning and at the vehicle owner's expense.
7. If a boot is forcibly removed without prior authorization from our third party contractor, a cost up to \$250 to replace the boot will be charged and potential criminal charges could be incurred.
8. For towing information and policies contact the office, 24x7.

I have read and understand the parking policies.

SIGNATURES ON NEXT PAGE

Owner's Agent Initials_____

Resident's Initials_____

Page 1 of 2

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OWNER:

Camden Bellevue Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 07/19/2020

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

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SMART SERVICES ADDENDUM

COMMUNITY NAME: Camden Belleview Station
 UNIT: 6515 E. Union Ave #212
 Denver, CO 80237

RESIDENT(S): Jeff Weaver
 LEASE DATE: 09/21/2020

This Smart Services Addendum ("Addendum") is executed as part of that certain Rental Contract ("Lease") dated (lease start date) by and between the Owner (also referred to herein as "we" or "us") of the Community and Resident (also referred to herein as "you" or "your") upon the terms and conditions stated herein. Unless otherwise defined in this Addendum, capitalized terms used herein but not defined shall have the meaning ascribed in the Lease. The purpose of this Addendum is to express the terms upon which Resident will have the right to use certain smart services the Owner has installed or may install during the term of the Lease in the Unit and the Community. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SMART SERVICES.

During the Term of the Lease the Owner may, but is not obligated to, engage service providers to provide certain smart services (collectively referred to as the "Services") in the Unit and the Community. The Services may include any features the Owner desires to add in the Unit and the Community including, but not limited to, the following:

- Operations Applications (including software and mobile applications) to enable you to electronically control certain smart services via a computer using software or via a smart phone using a mobile application.
- Entry Gate and Exterior Door Access System to enable electronic operation of gates and exterior doors to permit entry to the Community or portions of the Community.
- Unit Door Lock to enable electronic operation of the door lock to your Unit.
- Thermostat to enable electronic operation of the thermostat and temperature settings in your Unit.

Some of the Services may require the use of equipment as well as other hardware to be installed in your Unit ("Equipment"). You acknowledge that: (i) the Services are provided directly from a third-party provider; (ii) we are not a service provider; and (iii) we are not responsible for the Services or the Equipment provided by the provider of the Services. YOU ACKNOWLEDGE THAT NEITHER THE SERVICES NOR THE EQUIPMENT MONITOR FOR SECURITY, FIRE, OR MEDICAL INCIDENTS AT YOUR UNIT OR THE COMMUNITY. NEITHER THE SERVICES, NOR THE EQUIPMENT SHOULD BE RELIED UPON FOR YOUR PERSONAL SAFETY OR THE SAFETY OF YOUR PROPERTY.

We will provide you notice if and when we have engaged a provider to provide any of the Services. You acknowledge and represent that: (i) you will grant us, our representatives, and contractors (including any provider of the Services) access to the Unit at reasonable times in accordance with the Lease and applicable law; to install, maintain, repair, replace or remove the Equipment (ii) you will follow all instructions the provider or we give you for the proper use of the Services or the operation of the Equipment; and (iii) It is your obligation to ask questions of us or the provider in the event you do not understand how to use the Equipment properly or if you are unable to gain access to the Services.

The Services are subject to the terms of this Addendum, our Privacy Policy (available at camdenliving.com, subject to change from time to time), and the applicable terms and conditions for the Services provided (collectively, the "Usage Terms"). You represent that you will review the applicable Usage Terms prior to using the Services to which the Usage Terms apply. By using the Services, you consent to the Usage Terms, including consent to the collection and use of your information in accordance with the Usage Terms, including the transfer of this information to the United States or other countries for storage, processing, and use by us or the applicable provider. IF YOU DO NOT CONSENT TO THE USAGE TERMS, YOU MAY NOT USE THE SERVICES; instead, you will

Owner's Agent Initials_____

Resident's Initials_____

receive only the Basic Functionality of the Equipment. "Basic Functionality" means the ability to use the Equipment in its most rudimentary or analog state. If the Equipment includes thermostats, you should be able to manually adjust the temperature by manually adjusting the thermostat dial; and if the Equipment includes door locks, you should be able to manually operate the door lock using either a traditional door key, an electronic key fob programmed by us, or a secure code that you manually enter into the door lock. If you initially consented to the Usage Terms but later desire to retract your consent, you must notify our representative in writing and immediately cease using the Services and the Equipment. As part of receiving the Services, we or the provider may provide you with certain communications, such as service announcements and administrative messages, which you may opt out of at any time. Any information provided to us by you or a provider is subject to our Privacy Policy, which governs the collection and use of your information.

2. **THE EQUIPMENT.**

If Equipment is necessary to provide the Services, the Equipment will be supplied to you or installed within your Unit by us or the provider of the Services Unit. You agree not to damage, remove, or tamper with the Equipment. We or the provider may charge you for any costs incurred to replace or repair damaged, missing, or stolen Equipment, including applicable installation costs. You must supply any hardware, such as a computer or smartphone, that is necessary to use the Services. Unless we designate otherwise, you are responsible for providing and installing any batteries necessary to operate the Equipment.

3. **WARRANTIES; WAIVER OF LIABILITY.**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THE EQUIPMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, WE DISCLAIM, AND YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND EQUIPMENT; WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE; AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU WAIVE ANY CLAIM THAT YOU MIGHT HAVE OR MAKE AGAINST US AS A RESULT OF YOUR ELECTION TO USE THE SERVICES OR EQUIPMENT AND YOU WAIVE ANY LIABILITY THAT WE MIGHT HAVE (WHETHER SUCH LIABILITY IS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES) FOR ANY SUCH CLAIM. EXCEPT AS SET FORTH IN APPLICABLE LAWS, NO CHANGE, FAILURE, DISRUPTION, DEFECT, UNAVAILABILITY, OR UNSUITABILITY IN THE SERVICES OR EQUIPMENT CONSTITUTES AN ACTUAL OR CONSTRUCTIVE EVICTION, IN WHOLE OR IN PART, OR IN ANY WAY ENTITLES YOU TO ANY ABATEMENT OF RENT OR RELIEVES YOU FROM ANY OBLIGATION UNDER THE LEASE.

4. **PROVIDER CHANGES; PROGRAM DISCONTINUATION.**

We reserve the right to switch providers at any time for any reason, to change the types and quality of the Services or Equipment, or to terminate some or all of the Services or remove any Equipment at any time and for any reason in our sole discretion with prior written notice of such changes or termination. If we terminate all of the Services, this Addendum shall terminate along with your obligation to pay the increased rent set forth herein, if any, on the date specified in the notice. If we terminate less than all of the Services, this Addendum shall continue, and the increased rent, if any, will remain due in accordance with this Addendum.

5. **INTERFERENCE.**

Any wireless or wireline network devices that you install must comply with applicable FCC rules and regulations, must not interfere with the Services provided to you or any other residents of the Community, and must not interfere with wireless systems operated by us or the provider of the Services. You agree not to tamper with the Services or Equipment provided to you or any other residents of the Community.

6. **GENERAL.**

You acknowledge that, other than the Lease, no other oral or written agreement exists between us regarding the Services or Equipment. Except for the ability to select the types of smart services covered by this Addendum, our representative has no authority to modify this Addendum. This Addendum is considered part of the Lease, and any breach of this Addendum is a default under the Lease. Owner will then be entitled to all remedies under the Lease, including, but not necessarily limited to, terminating your right to possession of the Unit. Additionally, if any portion of your rent is delinquent and you fail to pay the delinquent amounts in accordance with your Lease, we may be permitted by applicable laws to request that the provider of the services interrupt or terminate the provision of Services to your Unit (even if you subscribe to enhanced smart services beyond those Services covered by this Addendum) until all delinquencies are brought current. Unless a separate addendum is signed by you and us, the terms of this Addendum shall apply to any future Rental Contract signed by you and us for the Unit without the necessity

Owner's Agent Initials_____

Resident's Initials_____

of the parties signing a new addendum. In the event that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

OWNER:

Camden Bellevue Station

By: Camden Development, Inc., as agent, not as principal, for the Owner

Signature: _____

Name Printed: _____

Title: Camden Associate

Date: 07/19/2020

RESIDENT(S):

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Signature: _____

Name Printed: _____

Date: _____

Owner's Agent Initials _____

Resident's Initials _____

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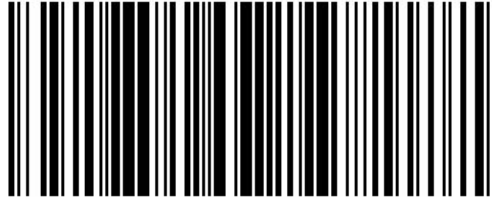
Case 3:23-md-03071

Document 337-2

Filed 07/07/23

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Document : Camden Resident Notice of Intent to Vacate - RC

Description : Lease 9/21/2020 to 10/31/2021

Unit : 212

Company : Camden Development, INC.

Property : Camden Belleview Station

Packet name : Revision CO - Notice to Vacate

Cover sheet generated date : 8/7/2021

CAMDEN RESIDENT'S NOTICE OF INTENT TO VACATE

All residents occupying Apartment Home number 6515 E. Union Ave #212 in the Camden Belleview Station Apartments will vacate the above-mentioned Apartment Home on or before 10/31/2021.

CHANGES IN MOVE-OUT DATE: The date given above is a definite date to vacate, and no change in the move-out date will be made without the WRITTEN approval of the Owner. Resident acknowledges that Owner is relying on this notice (whether or not Resident's notice has been timely given pursuant to the Apartment Rental Contract) to proceed to attempt to relet the Apartment Home.

HOLDOVER: If you stay beyond the move-out date, you may be subject to additional charges as stated in your Apartment Rental Contract. If you displace a new Resident who was scheduled to move into your Apartment Home by not moving out on or before your scheduled date, you will be responsible for alternate housing and other costs for the displaced Resident.

CLEANING: You must leave your Apartment Home in a condition acceptable to Owner, excluding normal wear and tear. Please follow any written move-out cleaning instructions that we may have furnished. A copy may be obtained from the Community Manager. Owner reserves the right to pre-inspect the Apartment Home prior to move-out.

MOVEOUT PRORATE AND RECURRING RENT PAYMENTS: If you currently utilize online recurring rent payments, please remember to adjust the end date of your recurring payment and the amount of your final payment to the prorated rent amount based on your move out date.

I/We understand that giving this notice does not relieve me of my liability that I may have under my Apartment Rental Contract. Resident acknowledges that Resident's liability is determined by the provisions of Resident's Apartment Rental Contract and applicable law and that any notice given in violation of the Apartment Rental Contract or applicable law shall not relieve the Resident of any such liability.

Resident Name(s): Jeff Weaver

Occupant(s): Jeff Weaver

Home: [REDACTED]

Mobile: [REDACTED]

Work:

Email [REDACTED]

Lease Begin Date: 09/21/2020

Lease Expiration Date: 10/31/2021

Notice Requirement: 60 days

Amount of Deposit(s): \$

Cleaning Fee: Refer to Rental Contract

Apartment Rental Contract Cancellation Payment

(Resident will also be required to execute a Cancellation Agreement with Owner): \$

Rent Responsible: No

Forwarding Address:

Forwarding address is required for mailing of the security deposit and/or accounting.

This written notice to vacate has been hand delivered to the community's management office dated below.

Camden Associate

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

CAMDEN RESIDENT MOVE OUT INSTRUCTIONS

The following information is provided to assist you with your move out and will aid in the expeditious return of your security deposit, if applicable.

REQUIREMENTS TO BE FULFILLED INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

1. Full term of Apartment Rental Contract.
2. At least 60 days advance written notice of intent to terminate prior to vacating the Apartment Home and submitted to the office where rent is paid.
3. No unpaid charges or delinquent rents, including the move-out cleaning fee.
4. All keys, remote entry devices, parking stickers, etc. must be returned.
5. Forwarding address left with a member of the office staff.
6. Upon move out, utilities and other services initially set up by the resident must be transferred to resident's new address. Please contact the leasing office for more details.

Final inspection of the Apartment Home will be made only after resident has completely moved out. Unless otherwise provided by applicable law, rent will be charged until the keys are returned. If, after the move-out inspection, the Apartment Home does not meet the standards established by Owner, charges will be made according to the list below. If you would like to schedule a walk-through of the Apartment Home, please contact a member of the office staff.

Upon move out you will be responsible for your final water bill. The final water bill will include the remaining water and utility charges that are owed to Camden upon move out. The final bill will be included on the Final Account Statement along with any applicable charges from the final move out inspection. The Final Account Statement will be delivered by mail to the forwarding address provided at the time of notice to vacate.

Security deposits, if applicable, will be returned by mail to the forwarding address left with the office staff within the number of days required by law. Refunds cannot be picked up at the office.

CLEANING CHARGES

The move-out cleaning fee will cover the cost of cleaning the Apartment Home, including vacuuming the carpet, mopping floors, and cleaning of all countertops, tub(s), toilet(s), refrigerator and oven. This cost does not include excessive cleaning that may be required beyond normal wear and tear. If any item requires excessive cleaning when you move out, you will be charged the actual cost incurred to clean the item.

Please note that this is not an all-inclusive list; you can be charged for the excessive cleaning of items that are not on the list.

KITCHEN CLEANING	BATHROOM CLEANING	MISCELLANEOUS
Oven	Shower Doors	Window Coverings
Broiler Pan	Toilets(s)	Carpet Cleaning
Drip Pans	Tub	Carpet Repairs
Stove & Vent Hood	Sinks/Countertops	Trash Removal
Refrigerator/Freezer		Wallpaper Repair
Dishwasher		Painting
Cabinets/Countertops		Vinyl Floors
		Holes in Walls
		Carpet Not Vacuumed
		Patio
		Odor Removal

REPLACEMENT CHARGES

If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item, plus labor and service charges.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date